DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ် –၀၁၁/MIC/၂၀၁၈/၀၀၁/DVCO

ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ–၃၇နှင့် အညီခွင့်ပြုမိန့်တင်ပြ လျှောက်ထားခြင်း။

ရည်ညွှန်းချက်။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၇–၁၂–၂၀၁၇) ရက်စွဲပါ စာအမှတ်၊မရက–၅(အ)/အ–၀၁၆/၂၀၁၇(၅၈၁)

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၊ အဆိုပြုချက်စီစစ်ရေးအဖွဲ့၏ (၃၄/၂၀၁၇)ကြိမ်မြောက်အစည်းအဝေးသို့ တင်ပြခဲ့ရာ ယင်းအစည်းအဝေး၏ ဆုံးဖြတ်ချက်များကို ရည်ညွှန်းချက်ပါစာဖြင့် အကြောင်းကြားခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ အစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ဆောင်ရွက်ပြီး ဖြစ်ပါသဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုချက်အားလိုအပ်သောအထောက်အထား စာရွက်စာတမ်းများဖြင့် ပူးတွဲတင်ပြ လျှောက်ထားအပ်ပါသည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူ – ရုံးလက်ခံ။

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စာအမှတ် –၀၁၁/MIC/၂၀၁၈/၀၀၂/DVCO

ရက်စွဲ –၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ–၃၇နှင့် အညီခွင့်ပြုမိန့်တင်ပြ လျှောက်ထားခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် ယခုအဆိုပြုလုပ်ငန်းအတွက် လိုလောက်သောရင်းနှီးငွေကို မြန်မာကျပ်ငွေ၊ အမေရိကန်ဒေါ်လာနှင့် စက်ပစ္စည်းများ ထည့်ဝင်ပြီး ရင်းနှီးမြှုပ်နှံမည်ဖြစ်ပါသည်။ ရရှိလာသော အကျိုးအမြတ်များကိုလည်း ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း အခြားခွင့်ပြုထားသည့် စီးပွားရေးလုပ်ငန်းများတွင် ပြန်လည်ရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားခြင်းကို လက်ခံစဉ်းစားပေးနိုင်ပါရန်အတွက် လိုအပ်သောအထောက်အထား စာရွက်စာတမ်းများဖြင့် ပူးတွဲတင်ပြ လျှောက်ထားအပ်ပါသည်။

လေးစားစွာဖြင့်

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Media Contant Production ဆောင်ရွက်မည့် လုပ်ငန်းများ

၁။ <u>အဓိကလုပ်ငန်းများ</u>

- တာမွေမြို့နယ်၊ မာလာနွယ်လမ်းနှင့် ပင်ရွှေညောင်လမ်းထောင့်ရှိ Plot အမှတ် (51-B2)၊ Block အမှတ် (34 D)၊ တွင် ဆောက်လုပ်ဆဲ Zone-3 အဆောက်အအုံနှင့် ဆက်စပ်မြေနေရာတွင် ရုပ်မြင်သံကြား ရိုက်ကူးထုတ်လုပ်ရေး စတူဒီယို TV Production Studio Complex ကိုဆောက်လုပ်ခြင်း။
- ဖျော်ဖြေရေးအစီအစဉ်၊ ပညာပေးအစီအစဉ်၊ အမျိုးသမီးနှင့်ကလေးအစီအစဉ်၊ သတင်းအချက်အလက်နှင့်စီးပွားရေးဆိုင်ရာ ဆွေးနွေးပွဲအစီအစဉ်၊ မြန်မာရုပ်သံဇာတ်လမ်းတွဲများ၊ မှတ်တမ်းရုပ်သံ အစီအစဉ်များ၊ ပြည်တွင်း၊ ပြည်ပပူးပေါင်း ထုတ်လုပ်သောရုပ်သံအစီအစဉ်များ ထုတ်လုပ်ရေးတို့ကိုလည်းကောင်း၊ ပြည်ပအစီအစဉ်များ ဝယ်ယူတင်သွင်းပြီး မြန်မာစာတမ်းထိုးနှင့် မြန်မာဘာသာ အသံသွင်းခြင်း Audio Dubbing လုပ်ငန်းများကို လည်းကောင်း ဆောင်ရွက်ပါမည်။
- အစီအစဉ်များထုတ်လုပ်ရာတွင် ဈေးကွက်ပိုင်း Sales and Marketing ကိုဆောင်ရွက်ရပါမည်။ ယင်းတွင် ဈေးကွက်လေ့လာခြင်း အပါအဝင် Audience Research လုပ်ငန်းများကိုလည်း ဆောင်ရွက်သွားပါမည်။
- ဝန်ဆောင်မှုအရည်အသွေးမြင့်တင်ရေးအတွက် HDTV (High Definition) စနစ်၊ UHDTV (Ultra High Definition) စနစ် စသည့်နိုင်ငံတကာအဆင့်မီ နည်းပညာများကို တိုးချဲ့ဆောင်ရွက် သွားပါမည်။
- ရုပ်သံရိုက်ကူးထုတ်လုပ်ရေးတွင် HR ပိုင်း Capacity Building လုပ်ငန်းကိုလည်းကောင်း စီမံဆောင်ရွက်သွားပါမည်။ ယင်းအတွက် ဂျပန်နှင့် နိုင်ငံတကာနည်းပညာရပ်များကို တိုးချဲ့အသုံးချရေးကိုလည်းကောင်း၊ နည်းပညာဆွေးနွေးပွဲများနှင့် သင်တန်းအစီအမံများကိုလည်း ကျယ်ပြန့်စွာဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။ ထို့အပြင် Dream Vision ကုမ္ပဏီ၏ အုပ်ချုပ်မှုပိုင်း၊ စီမံခန့်ခွဲမှုပိုင်း၊ ရုပ်သံရိုက်ကူးထုတ်လုပ်မှုပိုင်းတို့တွင် ဂျပန်နိုင်ငံမှ ကျွမ်းကျင်သူများကို မိမိတို့ STLM ကုမ္ပဏီမှ ဝန်ထမ်းများနှင့်အတူ ပူးပေါင်းဆောင်ရွက်သွားကြမည် ဖြစ်ပါသည်။

၂။ <u>ရရှိလာမည့် အကျိုးကျေးဇူးများ</u>

(က) ပြသမည့် Content များ၏ အရည်အသွေးမြင့်မားလာခြင်း။
(ခ) နိုင်ငံအတွင်း ကျွမ်းကျင်မှုဆိုင်ရာ လူသားအရင်းအမြစ် (HR) ဖွံ့ဖြိုးတိုးတက်မြင့်မားလာခြင်း။
(ဂ) အုပ်ချုပ်မှုနှင့် စီမံခန့်ခွဲမှုနည်းပညာများ သင်ယူနိုင်ခြင်း။
(ဃ) နည်းပညာနှင့် တီထွင်ဆန်းသစ်မှုများ သင်ယူနိုင်ခြင်း။
စသည့် အကျိုးကျေးဇူးများရှိလာမည်ဖြစ်ပါသည်။

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၊ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များ ကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏-

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ....

(ဆ) အီးမေးလ်လိပ်စာ ....

(ဇ) ပင်မကုမ္ပဏီအမည် ....

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

(ည) လုပ်ငန်းအမျိုးအစား ....

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏-

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

ပုံစံ (၂)

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ ဝ၁၁/MIC/၂ဝ၁၈/ဝဝ၃/DVCO

ရက်စွဲ - ၂ဝ၁၈ ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၃၆ နှင့် အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏-

(က) အမည် — ဒေါ်နန်းမောက်လောင်ဝ်ဆိုင်

(ခ) အဖအမည် — ဦးအေးကို

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ် — ၁၃/ကနမ(နိုင်)ဝဝ၆၁၈၈

(ဃ) နိုင်ငံသား — မြန်မာ

(င) နေရပ်လိပ်စာ (၁) ပြည်တွင်း — အမှတ်(I-10)၊စပယ်လမ်း၊စမ်းချောင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(၂) ပြည်ပ — -

(စ) တယ်လီဖုန်း/ဖက်စ် — ဝ၁-၉ဝ၁ဝဝ၈၁

(ဆ) အီးမေးလိပ်စာ — nanmoukmyanmar@shwethanlwinmedia.com

(ဇ) ပင်မကုမ္ပဏီအမည် — ရွှေသံလွင်မီဒီယာကုမ္ပဏီလီမိတက်

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ — အမှတ်-၂၆၂၊ရာဇဓိရာဇ်အိမ်ယာ၊အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ည) လုပ်ငန်းအမျိုးအစား — ရုပ်သံဇာတ်လမ်းတွဲများရိုက်ကူး၊ထုတ်လုပ်ခြင်းလုပ်ငန်း။

မှတ်ချက်- (၁) ကုမ္ပဏီမှတ်ပုံတင်၊ Form 6-26 — ပူးတွဲ (၁-က)

(၂) နိုင်ငံကူးလက်မှတ် — ပူးတွဲ (၁-ခ)

(၃) ငွေကြေးအထောက်အထားများ — ပူးတွဲ (၁-ဂ)

၂။ (က) ဖက်စပ်ဆောင်ရွက်သူ - ၁

(က) အမည် Yasushi Hashimoto

(ခ) နိုင်ငံကူးလက်မှတ်အမှတ် TR 6548523

(ဂ) နိုင်ငံသား ဂျပန်

(ဃ) နေရပ်လိပ်စာ (၁) ပြည်တွင်း

(၂) ပြည်ပ 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-Ku, Tokyo, Japan.

(င) ပင်မကုမ္ပဏီအမည် Cool Japan Fund Inc.

(စ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ 10-1, Roppongi 6-Chome, Minato - Ku, Tokyo, Japan.

မှတ်ချက်- (၁) ကုမ္ပဏီမှတ်ပုံတင်၊ Form 6-26 ပူးတွဲ (၂-က)

(၂) နိုင်ငံကူးလက်မှတ် ပူးတွဲ (၂-ခ)

(၃) ငွေကြေးအထောက်အထားများ ပူးတွဲ (၂-ဂ)

(ခ) ဖက်စပ်ဆောင်ရွက်သူ - ၂

(က) အမည် Iwao Sonoda

(ခ) နိုင်ငံကူးလက်မှတ် TH 6143149

(ဂ) နိုင်ငံသား ဂျပန်

(ဃ) နေရပ်လိပ်စာ (၁) ပြည်တွင်း

(၂) ပြည်ပ -

(င) ပင်မကုမ္ပဏီအမည် Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.

(စ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan.

မှတ်ချက်- (၁) ကုမ္ပဏီမှတ်ပုံတင်၊ Form 6-26 ပူးတွဲ (၃-က)

(၂) နိုင်ငံကူးလက်မှတ် ပူးတွဲ (၃-ခ)

(၃) ငွေကြေးအထောက်အထားများ ပူးတွဲ (၃-ဂ)

(ဂ) ဖက်စပ်ဆောင်ရွက်သူ - ၃

(က) အမည်		Naoya Kato
(ခ) နိုင်ငံကူးလက်မှတ်		TH6143149
(ဂ) နိုင်ငံသား		Japan
(ဃ) နေရပ်လိပ်စာ	(၁) ပြည်တွင်း	-
	(၂) ပြည်ပ	Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo 150-0041, Japan.
(င) ပင်မကုမ္ပဏီအမည်		Japan International Broadcasting Inc.
(စ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ		

မှတ်ချက်- (၁) ကုမ္ပဏီမှတ်ပုံတင်၊ Form 6-26 — ပူးတွဲ (၄-က)

(၂) နိုင်ငံကူးလက်မှတ် — ပူးတွဲ (၄-ခ)

(၃) ငွေကြေးအထောက်အထားများ — ပူးတွဲ (၄-ဂ)

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်း မဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်၏အမည်	ဒေါ်လွင်လွင်စွမ်း
(ခ) တရားဝင်ကိုယ်စားလှယ်လွှဲစာ	ပူးတွဲ (၅)
(ဂ) နိုင်ငံသားစီစစ်ရေးကတ်	၆/ထဝန(နိုင်)၀၂၉၇၁၅
(ဃ) နိုင်ငံသား	မြန်မာ
(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ	အမှတ်(၁၅-က)၊ ပြည်ရိပ်မွန်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(စ) တယ်လီဖုန်း/ဖက်စ်	၀၁-၉၀၁၀၁၃၈
(ဆ) အီးမေးလိပ်စာ	lwinlwinswann@gmail.com

၄။ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား — ရုပ်သံဇာတ်လမ်းတွဲများရိုက်ကူးထုတ်လုပ်ခြင်းလုပ်ငန်း။

၅။ ဖွဲ့စည်းမည့်စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာနှုန်းပြည့်

☐ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်) — ပူးတွဲ (၆)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာအမည်	နိုင်ငံသား	အစုရှယ်ယာ ပိုင်ဆိုင်မှု (%)
၁	ဒေါ်နန်းမောက်လောင်ဝ်ဆိုင်	၁၃/ကနမ(နိုင်)၀၀၆၁၈၈	၆၀.၁၁%
၂	Yasushi Hashimoto	TR 6548523	၂၀.၄၈%
၃	Iwao Sonoda	TH6143149	၁၈.၂၅%
၄	Naoya Kato	TH6143149	၁.၁၆%

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း — အမေရိကန်ဒေါ်လာ သန်း (၁၅၀)

(ခ) အစုရှယ်ယာအမျိုးအစား — သာမန်အစုရှယ်ယာများ

(ဂ) အစုရှယ်ယာရှင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ — တစ်စုလျှင် အမေရိကန် ဒေါ်လာ(၁၀၀)တန် သာမန်အစုရှယ်ယာပေါင်း ၇၇၇,၂၀၀ စု

မှတ်ချက်- (၁) ကုမ္ပဏီမှတ်ပုံတင်၊ Form 6-26 — ပူးတွဲ (၇-က)

(၂) သင်းဖွဲ့စည်းမျဉ်း/မှတ်တမ်း — ပူးတွဲ (၇-ခ)

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

(အမေရိကန် တစ်ဒေါ်လာ = ကျပ် ၁၃၆၅)

		ကျပ် / USD
(က) ပြည်တွင်းမှထည့်ဝင်သည့် မတည်ငွေရင်း		၆၃,၇၆၉,၃၇၆,၅၈၀ / ၄၆,၇၁၇,၄၉၂
ပမာဏ/ရာခိုင်နှုန်း	၆၀.၁၁%	
(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း		၄၂,၃၁၈,၄၂၃,၄၂၀ / ၃၁,၀၀၂,၅၀၈
ပမာဏ/ရာခိုင်နှုန်း	၃၉.၈၉%	
စုစုပေါင်း		၁၀၆,၀၈၇,၈၀၀,၀၀၀ / ၇၇,၇၂၀,၀၀၀

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်လိုက်ထည့်ဝင်မည့် အခြေအနေ/ယူဆောင်လာမည့်ကာလ — မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့်ရရှိပြီး (၂)နှစ်အတွင်း

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး / ပမာဏ — အမေရိကန်ဒေါ်လာ (၇၇.၇၂)သန်း

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း — နှစ်(၅၀)

(စ) ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းတည်ဆောက်မှုကာလ (သို့မဟုတ်) ပြင်ဆင်မှုကာလ — ၂ နှစ်

၉။ နိုင်ငံခြားမှယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏အသေးစိတ်စာရင်း -

(အမေရိကန် တစ်ဒေါ်လာ = ကျပ် ၁၃၅၀)	နိုင်ငံခြားငွေ	ညီမျှသည့်ခန့်မှန်းငွေကျပ်
(က) နိုင်ငံခြားငွေ (အမျိုးအစားနှင့်တန်ဖိုးပမာဏ)	၃၁,၀၀၂,၅၀၈	၄၂,၃၁၈,၄၂၃,၄၂၀
(ခ) စက်ပစ္စည်းများ၊ စက်ကိရိယာများ စသည့် ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ		
(ဂ) ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့်အခြားအလားတူ ပစ္စည်းများ၏ တန်ဖိုးပမာဏ		
(ဃ) လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊ စက်မှုဒီဇိုင်း၊ ကုန်အမှတ်တံဆိပ်၊ မူပိုင်ခွင့်စသည့်အသိဉာဏ် ဆိုင်ရာပစ္စည်းများကို တန်ဖိုးဖြတ်နိုင်သော အခွင့်အရေးများ၏ တန်ဖိုးပမာဏ		
(င) ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဖိုးပမာဏ		
(စ) အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)		
စုစုပေါင်း	၃၁,၀၀၂,၅၀၈	၄၂,၃၁၈,၄၂၃,၄၂၀

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

	ကျပ်
(က) ငွေပမာဏ	၆၃,၇၆၉,၃၇၆,၅၈၀
(ခ) စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ	
(ဂ) မြေ/အဆောက်အအုံတန်ဖိုး(သို့မဟုတ်)ငှားရမ်းခ	
(ဃ) အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	
(င) ပရိဘောဂနှင့် လုပ်ငန်းသုံးပစ္စည်းများ တန်ဖိုးပမာဏ	
(စ) ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဖိုးပမာဏ	
(ဆ) အခြား	
စုစုပေါင်း	၆၃,၇၆၉,၃၇၆,၅၈၀

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ -

	ကျပ်	အမေရိကန်ဒေါ်လာ
☐ ပြည်တွင်းချေးနှုန်း		
☐ ပြည်ပချေးငွေ		

၁၂။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/ တည်နေရာ	အမှတ်- ၅၁(ခ)၂ ၊ ၃၄(ဃ) ရပ်ကွက်၊ မာလာနွယ်လမ်း နှင့် ပင်ရွှေညောင်လမ်းထောင့် ၊ တာမွေလေးရပ်ကွက်၊ တာမွေမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(ခ) မြေ သို့မဟုတ် မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် အကျယ်အဝန်းလိုအပ်ချက်	
(၁) တည်နေရာ	အမှတ်- ၅၁(ခ)၂ ၊ ၃၄(ဃ) ရပ်ကွက်၊ မာလာနွယ်လမ်း နှင့် ပင်ရွှေညောင်လမ်းထောင့် ၊ တာမွေလေးရပ်ကွက်၊ တာမွေမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(၂) မြေ/အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက်	အဆောက်အအုံ (၄ထပ်) (၂၀၄,၁၄၂ စတုရန်းပေ) မြေ (၁၀၀,၆၂၅စတုရန်းပေ)
(၃) လက်ရှိပိုင်ဆိုင်သူ	
(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန	ရွှေသံလွင်ထရေးဒင်းကုမ္ပဏီလီမိတက်
(ခခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ်	၃၃၄/၁၉၉၃-၁၉၉၄
(ဂဂ) နေရပ်လိပ်စာ	အမှတ်-၂၆၂၊ ရာဇဓိရာဇ်အိမ်ယာ၊ အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(၄) မြေအမျိုးအစား	ဂရန်မြေ
(၅) မြေငှားဂရန် ခွင့်ပြုကာလ	နှစ် (၅၀+၁၀+၁၀)
(၆) ငှားရမ်းမည့်ကာလ	(၁၉-၉-၂၀၁၇) မှ (၁၈-၉-၂၀၆၇)အထိ နှစ်(၅၀)
(၇) ငှားရမ်းခနှုန်းထား (ကက) မြေ (ခခ) အဆောက်အအုံ	တစ်နှစ်လျှင် ကျပ် ၂၈၈,၀၀၀,၀၀၀/-
(၈) ရပ်ကွက်	တာမွေလေးရပ်ကွက်၊
(၉) မြို့နယ်	ဗိုလ်တထောင်မြို့နယ်၊
(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး	ရန်ကုန်တိုင်းဒေသကြီး၊
(၁၁) ငှားရမ်းမည့်/ပုဂ္ဂိုလ်	
(ကက) ကုမ္ပဏီအမည်	ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီလီမိတက်
(ခခ) မှတ်ပုံတင်အမှတ်	၆၆၄ အက်စီ / ၂၀၁၇-၂၀၁၈ (ရက)
(ဂဂ) ကုမ္ပဏီလိပ်စာ	အမှတ်-၂၆၂၊ ရာဇဓိရာဇ်အိမ်ယာ၊ အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

မှတ်ချက်။ အပိုဒ်၁၂ (ခ)နှင့်စပ်လျဉ်း၍အောက်ပါအချက်များပူးတွဲတင်ပြရန်-

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်ထား (စက်မှုဇုန်မှ အပ)နှင့် မြေပုံ — ပူးတွဲ (၈-က)

(၂) မြေငှားစာချုပ်(မူကြမ်း) — ပူးတွဲ (၈-ခ)

(၃) မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း — ပူးတွဲ (၈-ဂ)

(ဂ) ဆောက်လုပ်မည့် အဆောက်အအုံလိုအပ်ချက်

(၁)အဆောက်အအုံအမျိုးအစား/အရေအတွက် — ၄ထပ်ကွန်ကရစ်အဆောက်အအုံ (၁)ခု

(၂) အကျယ်အဝန်း — ၄ထပ်အဆောက်အအုံ (၂၀၄,၁၄၂စတုရန်းပေ)

မြေကွက်လွတ် (၁၀၀,၆၂၅ စတုရန်းပေ)

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ ဝန်ဆောင်မှု — ရုပ်သံဇာတ်လမ်းတွဲများရိုက်ကူးထုတ်လုပ်ခြင်းလုပ်ငန်း။

(င) နှစ်စဉ်လျှပ်စစ်ဓါတ်အားလိုအပ်ချက် — ၈,၇၆၀,၀၀၀ ကီလိုဝပ်

(စ) နှစ်စဉ် ရေလိုအပ်ချက် — ၅၂.၅၆၀ တန်

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍အသေးစိတ်ဖော်ပြချက်-

(က) အမည်/ကုမ္ပဏီအမည် — ရွှေသံလွင်မီဒီယာကုမ္ပဏီလီမိတက်

(ခ) မှတ်ပုံတင်အမှတ် — ၁၀၀/၂၀၁၀-၂၀၁၁

(ဂ) ဘဏ်စာရင်းအမှတ် — **A/C 5101002002000000000**

(ဃ) နှစ်ချုပ်စာရင်း — ပူးတွဲ (၉)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင်လိုအပ်မည့်ဝန်ထမ်းများစာရင်း — ပူးတွဲ (၁၀)

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများအဆင့်မြင့်အရာရှိများ)	၅	၅	၁၀
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု(အကြီးတန်းစီမံခန့်ခွဲမှု မှအပ)	၁၀	-	၁၀
(ဂ)	သက်မွေးဝမ်းကြောင်းပညာရှင်များ	၉၀	၁	၉၁
(ဃ)	နည်းပညာနှင့်ပတ်သက်သည့်သက်မွေးပညာရှင်	၉၀	-	၉၀
(င)	အကြံပေး	-	၂	၂
(စ)	ကျွမ်းကျင်လုပ်သား	၁၇	-	၁၇
(ဆ)	အခြေခံလုပ်သား	-	-	၀
	စုစုပေါင်း	၂၁၂	၈	၂၂၀

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန်

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊သက်သာချောင်ချိမှုဆောင်ရွက်မည့်အစီအမံများ။ ပူးတွဲ (၁၁)

(၂) ပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်းပြုလုပ်မည့်အစီအမံများ။ ပူးတွဲ (၁၂)

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါ လျှောက်ထားလွှာများကိုတင်ပြလျှောက်ထားခြင်းရှိ/မရှိဖော်ပြရန်-

- ☐ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ
- ☐ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ ပူးတွဲ (၁၃)

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်။ ပူးတွဲ (၁၄)

လျှောက်ထားသူလက်မှတ်	------------------------------
အမည်	Nan Mouk Laung Seing
ရာထူး	Managing Director
ဌာန/ကုမ္ပဏီတံဆိပ်	Dream Vision Co., Ltd.

ရက်စွဲ ။ ၂၀၁၈ ခုနှစ်၊ ဇန်နဝါရီလ (၁၁) ရက်

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်(နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ အကျိုးစီးပွား သိသာထင်ရှားစွာပါဝင်သော အခြား ပုဂ္ဂိုလ်များ ဖော်ပြရန်-

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့် အမြတ်ငွေ၏ ၁၀%နှင့် အထက်ကိုပိုင်ဆိုင်ခွင့်ရရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရရှိသည့် လုပ်ငန်း၏

(၁) အမည်	ရွှေသံလွင်မီဒီယာကုမ္ပဏီလီမိတက်
(၂) ဆက်သွယ်ရမည့်လိပ်စာ	အမှတ်-၂၆၂၊ရာဇဓိရာဇ်အိမ်ယာ၊အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(၃) မှတ်ပုံတင်အမှတ်	၁၀၀/၂၀၁၀-၂၀၁၁

(တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီ များရှိလျှင် အဆိုပါကုမ္ပဏီများ၏အမည်ကိုဖော်ပြရန်-

(၁)

(၂)

၂။ ရင်းနှီးမြှုပ်နှံမှု၏အဓိကတည်နေရာသို့မဟုတ် တည်နေရာများ	အမှတ်- ၅၁(ခ)၂ ၊ ၃၄(ဃ) ရပ်ကွက်၊ မာလာနွယ်လမ်း နှင့် ပင်ရွှေညောင်လမ်းထောင့်၊ တာမွေလေးရပ်ကွက်၊ တာမွေမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက်	ရုပ်သံဇာတ်လမ်းတွဲများရိုက်ကူး၊ထုတ်လုပ်ခြင်းလုပ်ငန်း။
၄။ အဆိုပြုထားသောရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ်နှင့်အမေရိကန်ဒေါ်လာတို့ဖြင့်ဖော်ပြရန်)	ကျပ် ၁၀၆,၀၈၇,၀၀၀,၀၀၀ / USD ၇၇,၇၂၀,၀၀၀

၅။ ရင်းနှီးမြှုပ်နှံမှုအကောင်အထည်ဖော်မည့်ခန့်မှန်းအချိန်ဇယားအပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) — (၂) နှစ်

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်) — လုပ်ငန်းဆောင်ရွက်ခွင့်ရရှိပြီး (၂)နှစ်

၆။ ခန့်ထားမည့်အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း — (၂၀၂)ဦး

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) — (၈)ဦး

၇။ ပြည်ပနှင့် ပြည်တွင်း သို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့် ယူဆောင်မှုပမာဏ (Capital in -Cash)၊ ရင်းနှီးပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in- Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ်ဖော်ပြရန်

(မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာတို့ဖြင့်ဖော်ပြရန်)-

(က) ငွေသားဖြင့်ယူဆောင်မှုပမာဏ — ကျပ် ၄၂,၃၁၈,၄၂၃,၄၂၀ / USD ၃၁,၀၀၂,၅၀၈

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့်သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအားထုတ်ပြန်ခြင်းမှရှောင်ကြဉ်ရန်ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

လျှောက်ထားသူလက်မှတ် --

အမည် — Nan Mouk Laung Seing

ရာထူး — Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် — Dream Vision Co., Ltd.

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှ ပေးအပ်သည့် အချက်အလက်များ အားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်း အာမခံပါသည်။

ဤအတည် ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကိုလျှောက်ထားပေးသူက ပေးအပ်ရန်ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာတွင် မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်း တို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှချမှတ်သည့် စည်းမျဉ်းစည်းကမ်းများကို လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ် --
အမည် **Nan Mouk Laung Seing**
ရာထူး **Managing Director**
ဌာန/ကုမ္ပဏီတံဆိပ် **Dream Vision Co., Ltd.**

Form (2)

Proposal Form

To

Chairman

Myanmar Investment Commission

Reference No - 011/ MIC/ 2018/ 003/ DVCO

Date - 11th, January , 2018

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1 The Investors:-

(a)	Name	**Daw Nan Mouk Laung Seing**
(b)	Father's Name	**U Aye Ko**
(c)	National Registration Card No.	**13/ Ka Ma Na (N) 006188**
(d)	Citizenship	**Myanmar**
(e)	Address:	
	(i) Address in Myanmar	**No-(I-10), Sabai Street, Sanchaung Township,**
	(ii) Residence abord	**Yangon.**
(f)	Phone/Fax	**01-9010138**
(g)	E mail address	**nanmoukmyanmar@shwethanlwinmedia.com**
(h)	Name of principle or organization	**Shwe Than Lwin Media Co. Ltd**
(i)	Type of Business	**Media Content Production and Distribution**
(j)	Principle company's address	**No.262, Yarzardiyit Housing Compound, Lower Pazundzung Road, Botahtaung Township, Yangon.**

Note: (i) Company registration, Form 6-26 — **Appendix (1-a)**

(ii) National Registration Card — **Appendix (1-b)**

(iii) Evidences about the business and financial conditions of the Participants of the proposed investment business; — **Appendix (1-c)**

2 If the investment business is formed under Joint Venture, partners':-

Partner - 1

(a)	Name	Yasushi Hashimoto
(b)	Passport No	TR 6548523
(c)	Citizenship	Japan
(d)	Address: (i) Address in Myanmar	-
	(ii) Residence abroad	17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-Ku, Tokyo, Japan.
(e)	Parent company	Cool Japan Fund Inc.
(f)	Parent company's address	10-1, Roppongi 6-Chome, Minato - Ku, Tokyo, Japan.

Note: The following documents need to be attached according to the above paragraph (1)and(2):-

Note: (i)	Company registration, Form 6-26	Appendix (2-a)
(ii)	Passort	Appendix (2-b)
(iii)	Evidences about the business and financial conditions of the Participants of the proposed investment business;	Appendix (2-c)

Partner - 2

(a)	Name	Iwao Sonoda
(b)	Passport No	TH 6143149
(c)	Citizenship	Japan
(d)	Address: (i) Address in Myanmar	-
	(ii) Residence abroad	-
(e)	Parent company	Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.
(f)	Parent company's address	1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan.

Note: The following documents need to be attached according to the above paragraph (1)and(2):-

Note: (i)	Company registration, Form 6-26	Appendix (3-a)
(ii)	Passort	Appendix (3-b)
(iii)	Evidences about the business and financial conditions of the Participants of the proposed investment business;	Appendix (3-c)

Partner - 3

(a) Name — Naoya Kato

(b) Passport No — TH 6143149

(c) Citizenship — Japan

(d) Address: (i) Address in Myanmar — -

(ii) Residence abroad — -

(e) Parent company — Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo 150-0041, Japan.

(f) Parent company's address — Japan International Broadcasting Inc.

Note: The following documents need to be attached according to the above paragraph (1)and(2):-

Note: (i) Company registration, Form 6-26 — Appendix (4-a)

(ii) Passort — Appendix (4-b)

(iii) Evidences about the business and financial conditions of the Participants of the proposed investment business; — Appendix (4-c)

3 If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name — Daw Lwin Lwin Swann

(b) Name of Contact Person (if applicant is business or organization) — Appendix (5)

Remark: To submit the official letter of legal representative as attachment

(c) National Registration Card No. — 6/ Hta Wa Na (N) 029715

(d) Citizenship — Myanmar

(e) Adress in Myanmar — N0-(15A), Pyi Yake Mon, Kamaryut Township

(f) Phone/Fax — 01-9010138

(g) Email — lwinlwinswann@gmail.com

4 Type of proposed investment business:- Media Content Production and Distribution

5 Type of business organization to be formed ;

☐ One Hundred Percent

☐ Joint Venture (To attach the draft of JV agreement) — Appendix (6)

☐ Type of Contractual basis (To attach draft contract /agreement)

6 List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage(%)
1	Daw Nan Mouk Laung Seing	13/ Ka Ma Na (N) 006188	60.11%
2	Yasushi Hashimoto	TR 6548523	20.48%
3	Iwao Sonoda	TH6143149	18.28%
4	Naoya Kato	TH6143149	1.16%

7 Particulars of Company incorporation

(a) Authorized Capital — **USD 150 millions**

(b) Type of share — **Common Share**

(c) Number of shares — **777,200 Shares (1 shares = 100 USD)**

Note: (i) Company registration, Form 6-26 — **Appendix (7-a)**

(ii) Memorandum of Association and Articles of Association of the Company — **Appendix (7-b)**

8 Particulars of Paid-up Capital of the investment business

(1USD = 1350 Kyats)	Kyats / USD
(a) Amount/percentage of local capital to be contributed (60.11%)	63,769,376,580 / 46,717,492
(b) Amount/percentage of foreign capital to be brought in (39.89%)	42,318,423,420 / 31,002,508
TOTAL	106,087,800,000 / 77,720,000

(c) Annually or period of proposed capital to be brought in — **Within 2 year of the permission granted by MIC**

(d) Value/Amount of investment — **USD 77.72 millions**

(e) Investment period — **(50) Years**

(f) Construction/Preparation perid — **(2) Years**

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8(e).

9 Detail list of foreign capital to be brought in-

(1USD = 1365 Kyats)		Foreign Currency	Equivalent Kyat
(a)	Foreign currency (Type of Value)	31,002,508	42,318,423,420
(b)	Machinery and equipment (to enclosed detailed list)	-	
(c)	The value of initial raw materials and other similar materials (to enclosed detailed list)	-	
(d)	Value of license, intellectual property, industrial design trade mark, patent,etc.	-	
(e)	Value of technical know-how	-	
(f)	Others (eg: Construction materials)	-	
	TOTAL	31,002,508	42,318,423,420

Remark: The evidence of permisson shall be submitted for the above Paragraph 9(d)and(e).

10 Details of local capital to be contributed-

		Kyats
(a)	Amount	63,769,376,580
(b)	Value of machinery and equipment (to enclose the detailed list)	-
(c)	Value of rental rate of land and buildings	-
	(d) Cost of building construction	
(e)	Value of furniture and assets (to enclose the detailed list)	-
(f)	Value of intial raw material (to enclose the detailed list)	-
(g)	Other	-
	TOTAL	63,769,376,580

11 Particulars of loans-

- ☐ Loan (local)
- ☐ Loan (abroad)

12 Particulars about the investment Business-

(a)	Investment location (s)/place	No.51(B2), Block No. 34D, Corner of Malar Nwe Street and Pin Shwe Nyaung Street, Tamwe Lay Ward , Tamwe Township, Yangon.
(b)	Type and area requirement for land or land and building	
(i)	Location	No. 51B2, Block No. 34D, Corner of Malar Nwe Street and Pin Shwe Nyaung Street, Tamwe Lay Ward , Tamwe Township, Yangon.
(ii)	Area and number of land/building	4 Story Building (204,142 sqft) outside Land (100,625 sqft)
(iii)	Owner of the land	
	(aa) Name	Shwe Than Lwin Trading Co., Ltd
	(bb)Co., Registration Card No.	334/ 1993-1994
	(cc) Address	No.262, Yarzardiyit Housing Compound, Lower Pazundzung Road, Botahtaung Township, Yangon.
(iv)	Type of Land	Grant
(v)	period of land lease contract	(50) Years
(vi)	Lease period	(19-9-2017) To (18-9-2067) (50)years
(vii)	Lease rate (aa) Land (bb) Building	Kyats 288,000,000/ (USD-210,989) Per year
(viii)	Ward	Tamwe Lay Ward
(ix)	Township	Tamwe Township
(x)	State/Region	Yangon.
(xi)	Lessee (aa) Name of Co.,	Dream Vision Co., Ltd.
	(bb) Co Reg no.	664 FC / 2017-2018
	(cc) Address	No.262, Yarzardiyit Housing Compound, Lower Pazundzung Road, Botahtaung Township, Yangon.

Note; The Following documents have to be enaclosed for above paragraph12 (b)

(i) to enclose land ownership and ownership and ownership evidences (except industrial zone) and land map; Appendix (8-a)

(ii) land lease agreement (draft); Appendix (8-b)

(iii) Land/Building Lease rate (per square meter per year) Appendix (8-c)

(c) Requirement of building to be constructed ;

(i) Type/ number of building 4 story concrete building (1)Unit

(ii) Area 4 Story Building (204,142 sqft) outside Land (100,625 sqft)

(d) Annual products to be produced/services Media Content Production and Distribution

(e) Annual electricity requirement 8,760,000 KW

(f) Annual requirement of water supply 52,560 Ton

13 Detailed information about financial standing-

(a) Name/Companay's name Shwe Than Lwin Media Co., Ltd

(b) CO Registration Card No. 100/ 2010-2011

(c) Bank Account No A/C 5101002002000000000

(d) Annual audit report Appendix (9)

Remark; To enclose bank statement from resident country or country or annual audit report of the principle company with regaed to the above paragraph 13.

14 List of Employment:- Appendix (10)

Sr	Designation / Rank	Myanmar	Foreign
(a)	Senior management (Managers, Senior Officals)	5	5
(b)	Other management level (Except senior mgt)	10	
(c)	Professionals	90	1
(d)	Technicians	90	
(e)	Advisors		2
(f)	Skilled labors	17	
(g)	Workers		
	TOTAL	212	8

The following information shall be enclosed:-

(i) Social Security and welfare arrangements for all employees; **Appendix (11)**

(ii) Evaluation of environment impact arrangements **Appendix (12)**

15 Describ whether other Applications are being submitted to gether with the proposal or not

☐ Land Rights Authorization Application

☐ Tax Incentive Application **Appendix (13)**

16 Describe with annexure the summary of proposed investment. **Appendix (14)**

Signature	--------------------------------
Name of Investor	**Nan Mouk Laung Seing**
Designation	**Managing Director**
Company	**Dream Vision Co., Ltd.**
(Seal/Stamp)	

Date **11th, January , 2018**

Summary of Proposed Investment (Rule 38)

1 Please describe any other person who has a significant direct or indirect interest in the investment.

(a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

(1) Name	**Shwe Than Lwin Media Co., Ltd**
(2) Address	**No.262, Yarzardiyit Housing Compound, Lower Pazundzung Road, Botahtaung Township, Yangon.**
(3) Company Registration No. or	**100/ 2010-2011**

(b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

(1)

(2)

(3)

2 The principal location or locations of the investment:	**No. 51B2, Block No. 34D, Corner of Malar Nwe Street and Pin Shwe Nyaung Street, Tamwe Lay Ward , Tamwe Township, Yangon.**
3 A description of the sector in which the Investment is to be made and the activities and internet services:	**Media Content Production and Distribution**
4 The proposed amount of the investment	**USD 150 millions**

5 A description of the plan for the implementation of the Investment including expected timetable:

(a) Construction or Preparatory Period (Describe MM/YY) — 2 years

(b) Commercial Operation Date (Describe MM/YY) — Right after JVC's registration

6 Number of employees to be appointed:

(a) Local — (212)

(b) Foreign (Expert/Technician) — (8)

7 Please specify the detailed list of Foreign capital (Capital in-Cash and Capital in-kinds) in Kyat and US$:

(a) Capital in-cash to be brought in — Kyats 42,318,423,420 / USD- 31,002,508

(b) Capital in-kind to be brought in — -

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Signature	------------------------------
Name of Investor	**Nan Mouk Laung Seing**
Designation	**Managing Director**
Company	**Dream Vision Co., Ltd.**
(Seal/Stamp)	

Undertaking

I hereby declare that the above statements are true and correct to the best of my knowledge and belief.

I fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature	------------------------------------
Name of Investor	**Nan Mouk Laung Seing**
Designation	**Managing Director**
Company	**Dream Vision Co., Ltd.**
(Seal/Stamp)	

Date: 11 th, January, 2018

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၁၀၀....../ ၂၀၁၀ - ၂၀၁၁

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ...ရွှေသံလွင် မီဒီယာ ကုမ္ပဏီ လီမိတက်......

.... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၀ နှစ်၊ ဧပြီ.........လ၊ ၂၈ ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား

၂၀၁၇ နှစ်၊ ...ဧပြီ......လ၊ ..၇... ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION

NO. ....100.......... of 2010 - 2011

I hereby certify that the tenure of SHWE THAN LWIN MEDIA COMPANY LIMITED ....incorporated under the Myanmar Companies Act on ....28th, APRIL, 2010.......... is renewed with effected from ....7th, APRIL, 2017..........

For Director General

(Nilar Mu, Director)

Directorate of Investment and Company Administration

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည် (၂၈-၄-၂၀၁၇) မှ (၂၇-၄-၂၀၂၂) ရက်နေ့အထိ (၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှု နှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

(၂) ကုမ္ပဏီအနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင် အဆိုပြုတင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စုဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ခွင့်ပြုချက်ရရှိမှသာ ဆောင်ရွက်ခွင့်ရှိမည်ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲလုပ်ကိုင်လိုပါက ပြောင်းလဲလုပ်ကိုင်လိုသည့် လုပ်ငန်းရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင်မှတ်ပုံတင်ရန်အတွက် *ဒါရိုက်တာအဖွဲ့ (BOD)* ၏ *အထူး* အစည်းအဝေး ဆုံးဖြတ်ချက်မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မော်မော်စိုး၊ ဒုတိယညွှန်ကြားရေးမှူး)

လာရောက်ထုတ်ယူသည့်ရက်စွဲ

10 APR 2017

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 11TH, of MARCH 200 2014

on the of 200 of the * SHWE THAN LWIN MEDIA CO., LTD.

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash .... 249,500 SHARES

" " " " ....Ks- 100,000/-

Nominal amount of the shares so allotted ....

" " " " Ks-24,950,000,000/-

Amount paid or due and payable on cash such share .... (FULLY PAID UP)

" " " " ....

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow : -

---

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : DAW MYINT MYINT WIN (MANAGING DIRECTOR)

Name, Address and Description of Allotees

	Name & N.R.C No	Address	Description	Number of the shares allotted	
				Preference	Ordinary
1.	DAW MYINT MYINT WIN 12/ LA THA NA (NAING) 006833	NO.(I-2), SABEI STREET, HONE LAN WARD, SANCHAUNG, TOWNSHIP, YANGON.	MERCHANT		35,250 SHARE
2.	DAW SANDAR WIN 12/ LA THA NA (NAING) 006845	NO.66, BAYINTNAUNG STREET, THIRIMON HOUSING, HLAING, TOWNSHIP, YANGON.	MERCHANT		35,250 SHARE
3.	U ZAW WIN TUN 3/ KA KA YA (NAING) 069523	NO.66, BAYINTNAUNG STREET, THIRIMON HOUSING, HLAING, TOWNSHIP, YANGON.	MERCHANT		35,500 SHARE
4.	DAW NAN MOUK LAUNG SEING 3/ KA MA NA (NAING) 006188	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT		37,000 SHARE
5.	DAW YIN YIN WIN 12/ LA THA NA (NAING) 019199	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT		35,500 SHARE
6.	U PHONE MIN SAN@ PHONE MIN KYAW WIN 12/LA THA NA (NAING) 022617	NO.152/154, 19TH STREET, 4TH WARD, LATHA TOWNSHIP, YANGON.	MERCHANT		35,500 SHARE
7.	DAW THEE NOE SAN@ THAZIN KYAW WIN 12/LA THA NA (NAING) 022616	NO.152/154, 19TH STREET, 4TH WARD, LATHA TOWNSHIP, YANGON.	MERCHANT		35,500 SHARE
				TOTAL	249,500 SHARE

Signature

Date 11TH, MARCH , 2014

ZAW WIN HTUN
DIRECTOR
SHWE THAN LWIN MEDIA CO., LTD.

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : **SHWE THAN LWIN MEDIA CO., LTD.** Presented by : **U ZAW WIN TUN (MD)**

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	U ZAW WIN TUN	MYANMAR 3/ KA KA YA (NAING) 069523	NO.66, BAYINTNAUNG STREET, THIRIMON HOUSING, HLAING, TOWNSHIP, YANGON.	MERCHANT	APPOINTED AS DIRECTOR (w.e.f 11 · 3 .2014)
2.	DAW MYINT MYINT WIN	MYANMAR 12/ LA THA NA (NAING) 006833	NO.(126),20TH STREET,4TH QUARTER LATHA TOWNSHIP, YANGON.	MERCHANT	MANAGING DIRECTOR
3.	DAW SANDAR WIN	MYANMAR 12/ LA THA NA (NAING) 006845	NO.(126),20TH STREET,4TH QUARTER LATHA TOWNSHIP, YANGON.	MERCHANT	DIRECTOR
4.	DAW NAN MOUK LAUNG SEING	MYANMAR 13/ KA MA NA (NAING) 006188	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT	APPOINTED AS DIRECTOR (w.e.f 11 · 3.2014)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dcad" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ZAW WIN HTUN DIRECTOR SHWE THAN LWIN MEDIA CO., LTD.

Dated this 11 · 3 · 2014

Form (26)

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : **SHWE THAN LWIN MEDIA CO., LTD.**

Presented by : **U ZAW WIN TUN (MD)**

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
4.	DAW YIN YIN WIN	MYANMAR 12/ LA THA NA (NAING) 019199	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT	APPOINTED AS DIRECTOR (w.e.f 11-3-2014)
5.	U PHONE MIN SAN@ PHONE MIN KYAW WIN	MYANMAR 12/ LA THA NA (NAING) 022617	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT	APPOINTED AS DIRECTOR (w.e.f 11-3-2014)
6.	DAW THEE NOE SAN@ THAZIN KYAW WIN	MYANMAR 12/ LA THA NA (NAING) 022616	NO.152/154, 19TH STREET, 4TH WARD, LATHA, TOWNSHIP, YANGON.	MERCHANT	APPOINTED AS DIRECTOR (w.e.f 11.3.2014)

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dcad" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....

ZAW WIN HTUN
DIRECTOR
SHWE THAN LWIN MEDIA CO., LTD.

Dated this 11 · 3 · 2014

Form (26)

၉(က) နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် ၁၃/ကမန(နိုင်) ၀၀၆၁၈၈

ရက်စွဲ ၁၉-၂-၂၀၀၅

အမည် ဒေါ်နန်းမောက်မောင်ဆိုင်

ဖခင်အမည် ဦးဆေအာ့ကျို

မွေးသက္ကရာဇ် ၁၆-၃-၁၉၆၅

လူမျိုး/ဘာသာ ရှမ်း / ဗုဒ္ဓဘာသာ

အရပ် ၅'၃" သွေးအုပ်စု အို

ထင်ရှားသည့်အမှတ်အသား ဝဲမေးစေ့အောက် အမာရွတ်ရှိ။

ထုတ်ပေးသူလက်မှတ်

အမည် [illegible]

ရာထူး [illegible]

အမှတ်စဥ် F 061524

သက်သေခံကတ်ပြားအမှတ်



လက်ဝဲလက်မပုံစံ

အလုပ်အကိုင် မှီခို

နေရပ်လိပ်စာ [illegible] ၁၅၂-၁၅၄ ၊ ၂/လွှာ ၁၉ လမ်း၊ လသာ။

ထိုးမြဲလက်မှတ်

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။

၂။ ပျောက်ဆုံး၊ ပျက်စီးသည့်အခါသက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနရုံးသို့ သတင်းပို့ရမည်။

၃။ ဤလက်မှတ်ကိုအသက်(—)နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်းခံရမည်။

ခေါ်ယူအပ်ငွေစုသူများသတိပြုရန်။

၁။ ငွေသွင်း/ ငွေထုတ်ပြုလုပ်လိုသည့် အခါတိုင်း ဤစာအုပ်ကိုယူဆောင်လာရပါမည်။

၂။ ရေးသွင်းချက်များ မှန်/မမှန် သေချာစွာစစ်ဆေးပါ။ ဖျက်ရာ၊ ပြင်ရာများရှိပါက [illegible]/မပါ ကြည့်ရပါမည်။

၃။ ငွေထုတ်ပုံစံတွင် နမူနာပေးထားသော ထိုးမြဲလက်မှတ်နှင့် တူညီအောင်ရေးထိုးရပါမည်။

၄။ ငွေသွင်း/ ငွေထုတ်ပြုလုပ်ပြီးတိုင်း စာရင်းရေးသွင်းချက် နှင့် လက်ကျန်ငွေဖော်ပြချက်တို့ကို သေချာစွာ စစ်ဆေးပါ။

၅။ ဘဏ်၏ရေးသွင်းချက်များကို ပြင်ဆင်ခြင်း၊ ခြည်ဖျက်ခြင်းများ ပြုလုပ်ခြင်းမှ ရှောင်ကြဉ်ပါ။

၆။ ငွေစုစာအုပ်ကို လုံခြုံစွာသိမ်းဆည်းထားပါ။ ပျောက်ဆုံးလျှင် ဘဏ်သို့ ချက်ချင်းအကြောင်းကြားရပါမည်။ အကြောင်းမကြားသဖြင့် တစ်စုံတစ်ယောက်ကလိမ်လည်၍ ငွေထုတ်ယူပါလျှင် ဘဏ်မှတာဝန်ယူမည် မဟုတ်ပါ။

၇။ နေ့စဉ်စာရင်းပိတ်ချိန်နောက်ဆုံး အနည်းဆုံးလက်ကျန်ပေါ်တွင် ရက်အလိုက်အတိုးတွက်ချက်၍ တစ်လ တစ်ခါ အတိုးသည့်ပေးပါမည်။

၈။ လက်ကျန်ငွေ အနည်းဆုံး ကျပ်တစ်ထောင် ကျန်ရှိစေရမည်။

SHWE BANK

Branch Name: HEAD OFFICE BRANCH

Account Type: CALL INDIVIDUAL ACCOUNT

Account No: 5101002002000070011

Name of Account Holder	NRC No
1. DAW MYINT MYINT WIN	12/LATHANA(N)006833
2.	
3.	

Authorized Signature

SHWE Rural & Urban Development Bank

1

	DATE ရက်စွဲ	CODE သင်္ကေတ	DEPOSIT သွင်းငွေ	WITHDRAWAL ထုတ်ငွေ	BALANCE လက်ကျန်ငွေ	OFFICER ငွေကြေးအရာရှိ
1	17-NOV-17	CHD	4,324,700.00		726,296,968.10	
2	17-NOV-17	TML	2,390,000.00		728,686,968.10	
3	17-NOV-17	TML	5,000,000.00		733,686,968.10	
4	17-NOV-17	TML	4,300,000.00		737,986,968.10	
5	17-NOV-17	CHD	1,829,000.00		739,815,968.10	
6	17-NOV-17	TML	10,000,000.00		749,815,968.10	
7	17-NOV-17	TML	15,000,000.00		764,815,968.10	
8	17-NOV-17	TML	2,000,000.00		766,815,968.10	
9	17-NOV-17	TML	1,500,000.00		768,315,968.10	
10	17-NOV-17	TML	10,000,000.00		778,315,968.10	
					878,315,9[illegible]	
11	17-NOV-17	CHD	100,000,000.00		880,815,968.10	
12	17-NOV-17	TML	2,500,000.00		882,315,968.10	
13	17-NOV-17	TML	1,500,000.00		883,315,968.10	
14	17-NOV-17	TML	1,000,000.00		883,370,608.10	
15	17-NOV-17	TML	54,640.00		891,370,608.10	
16	17-NOV-17	CHD	8,000,000.00		895,370,608.10	
17	17-NOV-17	TML	4,000,000.00		896,370,608.10	
18	17-NOV-17	TML	1,000,000.00	137,250,000.00	759,120,608.10	
19	17-NOV-17	SWP			760,680,608.10	
20	20-NOV-17	CHD	1,560,000.00			

Please check all entries before leaving from bank.
ဘဏ်မှ မထွက်ခွာမီ စာရင်းသွင်းချက်များကို စစ်ဆေးပါ။

SHWE Rural & Urban Development Bank

	DATE ရက်စွဲ	CODE သင်္ကေတ	DEPOSIT သွင်းငွေ	WITHDRAWAL ထုတ်ငွေ	BALANCE လက်ကျန်ငွေ	OFFICER ငွေကြေးအရာရှိ
1	24-NOV-17	TML	780,000.00		655,976,344.35	
2	24-NOV-17	TML	3,000,000.00		658,976,344.35	
3	24-NOV-17	TML	1,200,000.00		660,176,344.35	
4	24-NOV-17	TML	5,000,000.00		665,176,344.35	
5	24-NOV-17	CHD	1,267,500.00		666,443,844.35	
6	24-NOV-17	CHD	50,000,000.00		716,443,844.35	
7	24-NOV-17	TML	500,000.00		716,943,844.35	
8	24-NOV-17	CHD	94,937,500.00		811,881,344.35	
9	24-NOV-17	CHD	2,637,500.00		814,518,844.35	
10						
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13						
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Please check all entries before leaving from bank.
ဘဏ်မှ မထွက်ခွာမီ စာရင်းသွင်းချက်များကို စစ်ဆေးပါ။

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 704 / 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "CERTIFICATE", under the Tokyo Legal Affairs Bureau, Registration No. 140222 dated 3rd August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
013
TOKYO

9/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 9th August 2017

CITY-YUWA PARTNERS
ATTORNEYS AT LAW
Marunouchi Mitsui Building, 2-2-2 Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan
Telephone +81-3-6212-5500 Facsimile +81-3-6212-5700 URL http://www.city-yuwa.com

CERTIFICATE

I, Yohei Harima, hereby certify that the document attached hereto as Exhibit A is a true and complete English translation of certificate of all matters historically recorded of Cool Japan Fund Inc. attached hereto as Exhibit B.

I am an attorney-at-law of good standing, licensed to practice law in Japan and belonging to the law offices of City-Yuwa Partners. I am fluent in both English and Japanese.

Executed on August 3, 2017 at Tokyo, Japan.

Yohei Harima

Yohei Harima
Attorney-at-law

Exhibit A

CERTIFICATE OF ALL MATTERS HISTORICALLY RECORDED

[Rirekijiko Zenbu Shomeisho]

10-1, Roppongi 6-Chome, Minato-ku, Tokyo

Cool Japan Fund Inc.

Company No:	0104-01-108794	
Trade Name:	Cool Japan Fund Inc.	
Location of head office:	10-1, Roppongi 6-Chome, Minato-ku, Tokyo	
Method of public notice:	All public notices made by the Corporation shall be published in the Japanese Official Gazette (*Kampo*).	
Matters necessary to receive the provision of information related to balance sheet	https://www.cj-fund.co.jp/i nvestment /report.html	Established on June 12, 2017 Registered on June 21, 2017
Date of incorporation:	November 8, 2013	
Purpose of business:	The business purpose of the Corporation shall be, by providing the services listed in (1) through (17) for business activities to develop overseas demands for attractive goods and services which exploit the unique characteristics of Japanese culture and lifestyle, and for business activities to assist such business activities (hereinafter referred to as the "Target Business Activities") to contribute to sustainable growth of Japanese economies through expansion of supplies and demands overseas of such goods and services: (1) To invest in the target business operator ("target business operator" means an operator that falls under a target party to whom assistance will be provided pursuant to the provisions of Article 24, Paragraph 1 of the Act on Establishment of the	

	operator which conducts, or intends to conduct, the Target Business Activities; (9) To give advice to the business operator which conducts, or intends to conduct, the Target Business Activities; (10) To transfer, establish or authorize intellectual property rights ("intellectual property rights" means intellectual property rights set forth in Article 2, Paragraph 2 of the Intellectual Property Basic Act (Act No. 122 of 2002) and any equivalent thereto abroad; the same shall apply in the following item), or disclose the trade secrets ("trade secrets" means trade secrets set forth in Article 2, Paragraph 6 of the Unfair Competition Prevention Act (Act No. 47 of 1993) and any equivalents thereto abroad; the same shall apply in the following item), to the business operator which conducts or intends to conduct the Target Business Activities; (11) To obtain, to receive the transfer of, to have established in its favor or to be granted with intellectual property rights, or to receive the disclosure of trade secrets, necessary to perform the services set forth in the preceding item; (12) To transfer or otherwise dispose of the shares of stock, stock acquisition rights, equity interest or securities held by the Corporation; (13) To manage, and transfer or otherwise dispose of the claims; (14) To make necessary negotiations and investigations in relation to providing the services set forth in each of the preceding items; (15) To provide necessary investigations and information in order to promote the Target Business Activities; (16) To perform services incidental to the services set forth in each of the preceding item; and (17) In addition to the matters set forth in each of the preceding items, services necessary to achieve the purposes of the Corporation.
Total number of shares authorized to be issued:	3,000,000 shares

[TRANSLATION]

Total number of issued and outstanding shares and kind and number thereof:	Total number of issued and outstanding shares: 750,000 shares	
	Total number of issued and outstanding shares: 770,000 shares	Changed on March 26, 2014
		Registered on April 3, 2014
	Total number of issued and outstanding shares: 780,000 shares	Changed on October 21, 2014
		Registered on October 31, 2014
	Total number of issued and outstanding shares: 800,000 shares	Changed on November 25, 2014
		Registered on December 9, 2014
	Total number of issued and outstanding shares: 802,000 shares	Changed on December 1, 2014
		Registered on December 9, 2014
	Total number of issued and outstanding shares: 812,000 shares	Changed on December 16, 2014
		Registered on December 26, 2014
	Total number of issued and outstanding shares: 814,000 shares	Changed on November 19, 2015
		Registered on November 20, 2015
	Total number of issued and outstanding shares: 1,046,000 shares	Changed on March 31, 2016
		Registered on April 14, 2016
	Total number of issued and outstanding shares: 1,386,000 shares	Changed on March 31, 2017
		Registered on April 13, 2017
Amount of capital:	¥18,750,000,000	
	¥19,250,000,000	Changed on March 26, 2014
		Registered on April 3, 2014
	¥19,500,000,000	Changed on October 21, 2014
		Registered on October 31, 2014
	¥20,000,000,000	Changed on November 25, 2014
		Registered on December 9, 2014
	¥20,050,000,000	Changed on

[TRANSLATION]

		December 1, 2014
		Registered on December 9, 2014
	¥20,300,000,000	Changed on December 16, 2014
		Registered on December 26, 2014
	¥20,350,000,000	Changed on November 19, 2015
		Registered on November 20, 2015
	¥26,150,000,000	Changed on March 31, 2016
		Registered on April 14, 2016
	¥34,650,000,000	Changed on March 31, 2017
		Registered on April 13, 2017
Restriction on transfer of shares:	With respect to transfer or acquisition of shares of the Corporation, the shareholder or the acquirer has to obtain the approval of the Board of Directors.	
Matters pertaining to officers:	Director: Kazunobu Iijima	
	Director: Kazunobu Iijima	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Director: Kazunobu Iijima	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Nobuyuki Ota	
	Director: Nobuyuki Ota	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Director: Nobuyuki Ota	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Koichiro Yoshizaki	
		Retired on June 26, 2015
		Registered on July 1, 2015
	Director: Syoei Utsuda (Outside director)	
	Director: Syoei Utsuda	Re-assumed the office

[TRANSLATION]

	(Outside director)	on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Director: Yusuke Kawamura (Outside director)	
	Director: Yusuke Kawamura (Outside director)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Director: Yusuke Kawamura (Outside director)	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Izumi Sakamoto (Outside director)	
	Director: Izumi Sakamoto (Izumi Hayashi) (Outside director)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Director: Takeo Takasu (Outside director)	
	Director: Takeo Takasu (Outside director)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Director: Takashi Muraoka (Outside director)	
	Director: Takashi Muraoka (Outside director)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Director: Osamu Ogura	Assumed the office on February 1, 2016
		Registered on

[TRANSLATION]

	Director: Osamu Ogura	February 5, 2016
		Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Satoru Abe (Outside director)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Takaaki Umezawa (Outside director)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Yu Okazawa (Outside director)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Director: Takeshi Natsuno (Outside director)	Assumed the office on June 30, 2017 Registered on July 14, 2017
	4-8, Kurigi 1-chome, Asao-ku, Kawasaki-shi, Kanagawa Representative Director: Kazunobu Iijima	
	4-8, Kurigi 1-chome, Asao-ku, Kawasaki-shi, Kanagawa Representative Director: Kazunobu Iijima	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	25-12-301, Oyama-cho, Shibuya-ku, Tokyo Representative Director: Kazunobu Iijima	Re-located on November 2, 2015
		Registered on November 30, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	27-4, Kaname-cho 1-chome, Toshima-ku, Tokyo Representative Director: Nobuyuki Ota	
	27-4, Kaname-cho 1-chome, Toshima-ku, Tokyo Representative Director: Nobuyuki Ota	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	27-4, Kaname-cho 1-chome, Toshima-ku,	Re-assumed the office on June 30, 2017

[TRANSLATION]

	Tokyo Representative Director: Nobuyuki Ota	Registered on July 14, 2017
	Statutory Auditor: Toshio Kinoshita (Outside statutory auditor)	
	Statutory Auditor: Toshio Kinoshita (Outside statutory auditor)	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Accounting Auditor: BDO Toyo & Co.	
	Accounting Auditor: BDO Toyo & Co.	Re-assumed the office on June 30, 2014
		Registered on July 14, 2014
	Accounting Auditor: BDO Toyo & Co.	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Accounting Auditor: BDO Toyo & Co.	Re-assumed the office on June 30, 2016
		Registered on July 12, 2017
	Accounting Auditor: BDO Toyo & Co.	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Officer: Kazunobu Iijima (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Kazunobu Iijima (Investment Committee Member)	Re-assumed the office on June 26, 2015 Registered on July 1, 2015
	Officer: Kazunobu Iijima (Investment Committee Member)	Re-assumed the office on June 30, 2017 Registered on July 14, 2017
	Officer: Nobuyuki Ota (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Nobuyuki Ota (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Officer: Nobuyuki Ota (Investment Committee	Re-assumed the office on June 30, 2017

[TRANSLATION]

	Member)	Registered on July 14, 2017
	Officer: Syoei Utsuda (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Syoei Utsuda (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Officer: Yusuke Kawamura (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Yusuke Kawamura (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
	Officer: Yusuke Kawamura (Investment Committee Member)	Re-assumed the office on June 30, 2017
		Registered on July 14, 2017
	Officer: Izumi Sakamoto (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Izumi Sakamoto (Izumi Hayashi) (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Officer: Takeo Takasu (Investment Committee Member)	Assumed the office on November 11, 2013
		Registered on November 12, 2013
	Officer: Takeo Takasu (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Officer: Takashi Muraoka (Investment Committee	Assumed the office on November 11, 2013

[TRANSLATION]

	Member)	Registered on November 12, 2013
	Officer: Takashi Muraoka (Investment Committee Member)	Re-assumed the office on June 26, 2015
		Registered on July 1, 2015
		Retired on June 30, 2017
		Registered on July 14, 2017
	Officer: Satoru Abe (Investment Committee Member)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Officer: Takaaki Umezawa (Investment Committee Member)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Officer: Yu Okazawa (Investment Committee Member)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
	Officer: Takeshi Natsuno (Investment Committee Member)	Assumed the office on June 30, 2017
		Registered on July 14, 2017
Provisions for limitation of liability assumed by an outside director, etc. for the Corporation:	In the event that conditions prescribed by laws and regulations with respect to the liability for damages specified in Article 423, Paragraph 1 of the Companies Act have been satisfied, the Corporation may enter into an agreement with an outside director which limits the liability for damages; provided, however, that the maximum limit on the liability for damages under such agreement shall be the minimum amount prescribed by laws and regulations. In the event that conditions prescribed by laws and regulations with respect to the liability for damages specified in Article 423, Paragraph 1 of the Companies Act have been satisfied, the Corporation may enter into an agreement with an outside statutory auditor which limits the liability for damages; provided, however, that the maximum limit on the liability for damages under such agreement shall be the minimum amount prescribed by laws and regulations.	
Matters pertaining to a Company with a Board of Directors:	A Company with a Board of Directors	

Matters pertaining to a Company with a Statutory Auditor:	A Company with a Statutory Auditor
Matters pertaining to a Company with an Accounting Auditor:	A Company with an Accounting Auditor
Matters pertaining to record of entries in the register:	Incorporation Registered on November 8, 2013

This document certifies that the above are all the matters recorded on the register and not closed.

(Under the Jurisdiction of Tokyo Legal Affairs Bureau, Minato Branch)
July 27, 2017
Tokyo Legal Affairs Bureau
Registration Officer: Kazunari Otaki (Official Seal)

Reference No. A154987 *Underlining indicates matters which are no longer valid.

NOTARIAL CERTIFICATE

This is to certify that Yohei Harima signed the attached document in my presence.

Dated this 3rd day of August, 2017.

Noriaki Watanabe

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo, Japan

ATTACHED TO

TOKYO LEGAL AFFAIRS BUREAU



Exhibit B

履歴事項全部証明書

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

会社法人等番号	０１０４－０１－１０８７９４	
商　号	株式会社海外需要開拓支援機構	
本　店	東京都港区六本木六丁目１０番１号	
公告をする方法	官報に掲載する。	
貸借対照表に係る情報の提供を受けるために必要な事項	ｈｔｔｐｓ：／／ｗｗｗ．ｃｊ－ｆｕｎｄ．ｃｏ．ｊｐ／ｉｎｖｅｓｔｍｅｎｔ／ｒｅｐｏｒｔ．ｈｔｍｌ	平成２９年　６月１２日設定 平成２９年　６月２１日登記
会社成立の年月日	平成２５年１１月８日	
目　的	我が国の生活文化の特色を生かした魅力ある商品又は役務の海外における需要の開拓を行う事業活動及び当該事業活動を支援する事業活動（以下「対象事業活動」と総称する。）に対し、次に掲げる業務の実施により、当該商品又は役務の海外における需要及び供給の拡大を通じて我が国経済の持続的な成長に資することを目的とする。 （１）対象事業者（株式会社海外需要開拓支援機構法第２４条第１項の規定により支援の対象となった事業者（民法（明治２９年法律第８９号）第６６７条第１項に規定する組合契約によって成立する組合、商法（明治３２年法律第４８号）第５３５条に規定する匿名組合契約によって成立する匿名組合、投資事業有限責任組合契約に関する法律（平成１０年法律第９０号）第２条第２項に規定する投資事業有限責任組合若しくは有限責任事業組合契約に関する法律（平成１７年法律第４０号）第２条に規定する有限責任事業組合又は外国の法令に基づいて設立された団体であってこれらの組合に類似するものを含む。以下各号において同じ。）をいう。以下各号において同じ。）に対する出資 （２）対象事業者に対する基金（一般社団法人及び一般財団法人に関する法律（平成１８年法律第４８号）第１３１条に規定する基金をいう。）の拠出 （３）対象事業者に対する資金の貸付け （４）対象事業者が発行する有価証券（金融商品取引法（昭和２３年法律第２５号）第２条第１項各号に掲げる有価証券及び同条第２項の規定により有価証券とみなされる権利をいう。以下この号及び第１２号において同じ。）及び対象事業者が保有する有価証券の取得 （５）対象事業者に対する金銭債権及び対象事業者が保有する金銭債権の取得 （６）対象事業者の発行する社債及び資金の借入れに係る債務の保証 （７）対象事業者のためにする有価証券（金融商品取引法第２条第２項の規定により有価証券とみなされる同項第５号又は第６号に掲げる権利に限る。）の募集又は私募	

	（８）対象事業活動を行い、又は行おうとする事業者に対する専門家の派遣 （９）対象事業活動を行い、又は行おうとする事業者に対する助言 （１０）対象事業活動を行い、又は行おうとする事業者に対する知的財産権（知的財産基本法（平成１４年法律第１２２号）第２条第２項の知的財産権及び外国におけるこれに相当するものをいう。次号において同じ。）の移転、設定若しくは許諾又は営業秘密（不正競争防止法（平成５年法律第４７号）第２条第６項の営業秘密及び外国におけるこれに相当するものをいう。次号において同じ。）の開示 （１１）前号に掲げる業務のために必要な知的財産権の取得をし、若しくは移転、設定若しくは許諾を受け、又は営業秘密の開示を受けること。 （１２）保有する株式、新株予約権、持分又は有価証券の譲渡その他の処分 （１３）債権の管理及び譲渡その他の処分 （１４）前各号に掲げる業務に関連して必要な交渉及び調査 （１５）対象事業活動を推進するために必要な調査及び情報の提供 （１６）前各号に掲げる業務に附帯する業務 （１７）前各号に掲げるもののほか、機構の目的を達成するために必要な業務	
発行可能株式総数	３００万株	
発行済株式の総数並びに種類及び数	発行済株式の総数 ７５万株	
	発行済株式の総数 ７７万株	平成２６年　３月２６日変更 平成２６年　４月　３日登記
	発行済株式の総数 ７８万株	平成２６年１０月２１日変更 平成２６年１０月３１日登記
	発行済株式の総数 ８０万株	平成２６年１１月２５日変更 平成２６年１２月　９日登記
	発行済株式の総数 ８０万２０００株	平成２６年１２月　１日変更 平成２６年１２月　９日登記
	発行済株式の総数 ８１万２０００株	平成２６年１２月１６日変更 平成２６年１２月２６日登記
	発行済株式の総数 ８１万４０００株	平成２７年１１月１９日変更 平成２７年１１月２０日登記
	発行済株式の総数 １０４万６０００株	平成２８年　３月３１日変更 平成２８年　４月１４日登記

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

	発行済株式の総数 １３８万６０００株	平成２９年　３月３１日変更 平成２９年　４月１３日登記
資本金の額	金１８７億５０００万円	
	金１９２億５０００万円	平成２６年　３月２６日変更 平成２６年　４月　３日登記
	金１９５億円	平成２６年１０月２１日変更 平成２６年１０月３１日登記
	金２００億円	平成２６年１１月２５日変更 平成２６年１２月　９日登記
	金２００億５０００万円	平成２６年１２月　１日変更 平成２６年１２月　９日登記
	金２０３億円	平成２６年１２月１６日変更 平成２６年１２月２６日登記
	金２０３億５０００万円	平成２７年１１月１９日変更 平成２７年１１月２０日登記
	金２６１億５０００万円	平成２８年　３月３１日変更 平成２８年　４月１４日登記
	金３４６億５０００万円	平成２９年　３月３１日変更 平成２９年　４月１３日登記
株式の譲渡制限に関する規定	当会社の株式の譲渡又は取得については、株主又は取得者は取締役会の承認を受けなければならない。	

役員に関する事項	取締役　　　飯　島　一　暢	
	取締役　　　飯　島　一　暢	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	取締役　　　飯　島　一　暢	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	取締役　　　太　田　伸　之	
	取締役　　　太　田　伸　之	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	取締役　　　太　田　伸　之	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	取締役　　　吉　崎　浩　一　郎	平成２７年　６月２６日退任 平成２７年　７月　１日登記
	取締役　　　槍　田　松　瑩 （社外取締役）	
	取締役　　　槍　田　松　瑩 （社外取締役）	平成２７年　６月２６日重任 平成２７年　７月　１日登記 平成２９年　６月３０日退任 平成２９年　７月１４日登記

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

	取締役　川　村　雄　介 （社外取締役）	
	取締役　川　村　雄　介 （社外取締役）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	取締役　川　村　雄　介 （社外取締役）	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	取締役　坂　本　い　づ　み （社外取締役）	
	取締役　坂本いづみ（林いづみ） （社外取締役）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
		平成２９年　６月３０日退任 平成２９年　７月１４日登記
	取締役　高　須　武　男 （社外取締役）	
	取締役　高　須　武　男 （社外取締役）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
		平成２９年　６月３０日退任 平成２９年　７月１４日登記
	取締役　村　岡　隆　史 （社外取締役）	
	取締役　村　岡　隆　史 （社外取締役）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
		平成２９年　６月３０日退任 平成２９年　７月１４日登記

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

	取締役　小　倉　治	平成２８年　２月　１日就任 平成２８年　２月　５日登記
	取締役　小　倉　治	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	取締役　阿　部　哲 （社外取締役）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	取締役　梅　澤　高　明 （社外取締役）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	取締役　岡　澤　雄 （社外取締役）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	取締役　夏　野　剛 （社外取締役）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	神奈川県川崎市麻生区栗木一丁目４番８号 代表取締役　飯　島　一　暢	
	神奈川県川崎市麻生区栗木一丁目４番８号 代表取締役　飯　島　一　暢	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	東京都渋谷区大山町２５番１２－３０１号 代表取締役　飯　島　一　暢	平成２７年１１月　２日住所移転 平成２７年１１月３０日登記 平成２９年　６月３０日退任 平成２９年　７月１４日登記
	東京都豊島区要町一丁目２７番４号 代表取締役　太　田　伸　之	
	東京都豊島区要町一丁目２７番４号 代表取締役　太　田　伸　之	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	東京都豊島区要町一丁目２７番４号 代表取締役　太　田　伸　之	平成２９年　６月３０日重任 平成２９年　７月１４日登記

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

	監査役　　　　木　下　俊　男 （社外監査役）	
	監査役　　　　木　下　俊　男	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	会計監査人　　東　陽　監　査　法　人	
	会計監査人　　東　陽　監　査　法　人	平成２６年　６月３０日重任 平成２６年　７月１４日登記
	会計監査人　　東　陽　監　査　法　人	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	会計監査人　　東　陽　監　査　法　人	平成２８年　６月３０日重任 平成２８年　７月１２日登記
	会計監査人　　東　陽　監　査　法　人	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	役員　　　　　飯　島　一　暢 （海外需要開拓委員会委員）	平成２５年１１月１１日就任 平成２５年１１月１２日登記
	役員　　　　　飯　島　一　暢 （海外需要開拓委員会委員）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	役員　　　　　飯　島　一　暢 （海外需要開拓委員会委員）	平成２９年　６月３０日重任 平成２９年　７月１４日登記
	役員　　　　　太　田　伸　之 （海外需要開拓委員会委員）	平成２５年１１月１１日就任 平成２５年１１月１２日登記
	役員　　　　　太　田　伸　之 （海外需要開拓委員会委員）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
	役員　　　　　太　田　伸　之 （海外需要開拓委員会委員）	平成２９年　６月３０日重任 平成２９年　７月１４日登記

	役員　　　槍　田　松　瑩	平成２５年１１月１１日就任
	（海外需要開拓委員会委員）	平成２５年１１月１２日登記
	役員　　　槍　田　松　瑩	平成２７年　６月２６日重任
	（海外需要開拓委員会委員）	平成２７年　７月　１日登記
		平成２９年　６月３０日退任
		平成２９年　７月１４日登記
	役員　　　川　村　雄　介	平成２５年１１月１１日就任
	（海外需要開拓委員会委員）	平成２５年１１月１２日登記
	役員　　　川　村　雄　介	平成２７年　６月２６日重任
	（海外需要開拓委員会委員）	平成２７年　７月　１日登記
	役員　　　川　村　雄　介	平成２９年　６月３０日重任
	（海外需要開拓委員会委員）	平成２９年　７月１４日登記
	役員　　　坂　本　い　づ　み	平成２５年１１月１１日就任
	（海外需要開拓委員会委員）	平成２５年１１月１２日登記
	役員　　　坂本いづみ（林いづみ）	平成２７年　６月２６日重任
	（海外需要開拓委員会委員）	平成２７年　７月　１日登記
		平成２９年　６月３０日退任
		平成２９年　７月１４日登記
	役員　　　高　須　武　男	平成２５年１１月１１日就任
	（海外需要開拓委員会委員）	平成２５年１１月１２日登記
	役員　　　高　須　武　男	平成２７年　６月２６日重任
	（海外需要開拓委員会委員）	平成２７年　７月　１日登記
		平成２９年　６月３０日退任
		平成２９年　７月１４日登記

	役員　村岡隆史 （海外需要開拓委員会委員）	平成２５年１１月１１日就任 平成２５年１１月１２日登記
	役員　村岡隆史 （海外需要開拓委員会委員）	平成２７年　６月２６日重任 平成２７年　７月　１日登記
		平成２９年　６月３０日退任 平成２９年　７月１４日登記
	役員　阿部哲 （海外需要開拓委員会委員）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	役員　梅澤高明 （海外需要開拓委員会委員）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	役員　岡澤雄 （海外需要開拓委員会委員）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
	役員　夏野剛 （海外需要開拓委員会委員）	平成２９年　６月３０日就任 平成２９年　７月１４日登記
非業務執行取締役等の会社に対する責任の制限に関する規定	当会社は、社外取締役との間で、会社法第４２３条第１項の賠償責任について法令に定める要件に該当する場合には、賠償責任を限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、法令の定める最低責任限度額とする。 当会社は、社外監査役との間で、会社法第４２３条第１項の賠償責任について法令に定める要件に該当する場合には、賠償責任を限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、法令の定める最低責任限度額とする。	
取締役会設置会社に関する事項	取締役会設置会社	
監査役設置会社に関する事項	監査役設置会社	
会計監査人設置会社に関する事項	会計監査人設置会社	
登記記録に関する事項	設立	平成２５年１１月　８日登記

東京都港区六本木六丁目１０番１号
株式会社海外需要開拓支援機構

これは登記簿に記録されている閉鎖されていない事項の全部であることを証明した書面である。
（東京法務局港出張所管轄）

平成２９年　７月２７日
東京法務局
登記官　　　　　　　大　滝　和　成

整理番号　ア１５４９８７　　＊　下線のあるものは抹消事項であることを示す。　　１０／１０

平成２９年登簿第　**1696**　号

認　　証

播磨洋平は、当職の面前で、添付書面に自ら署名した。以下余白

よって、これを認証する。

平成２９年　8月　3　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東京法務局所属

公証人

Notary

渡邊徳明

NORIAKI WATANABE

総公証 №140222 号

証　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　8月　3日

東京法務局長

秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　Aug.03.2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　Aug.03.2017

T. TANAKA

Tokyo, Toshio TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

ပူးတွဲ (၂-၁)

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 707/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "CERTIFICATE", under the Tokyo Legal Affairs Bureau, Registration No. 140869 dated 7th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

10/8/17

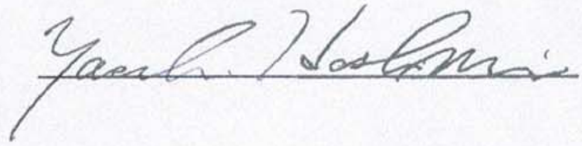
For Ambassador
(Han Su Mon, First Secretary)

Dated: 10th August 2017

Certificate

I, Yasushi Hashimoto, duly certify that I own the passport issued by The Minister for Foreign Affairs of Japan, as the attached.

August 4, 2017

signature 

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

日本国 JAPAN

旅券 PASSPORT

型/Type: P

発行国/Issuing country: JPN

旅券番号/Passport No.: TR6548523



姓/Surname: HASHIMOTO

名/Given name: YASUSHI

国籍/Nationality: JAPAN

生年月日/Date of birth: 03 DEC 1967

性別/Sex: M

本籍/Registered Domicile: OSAKA

発行年月日/Date of issue: 06 SEP 2016

有効期間満了日/Date of expiry: 06 SEP 2026

所持人自署/Signature of bearer: 橋本．泰

発行官庁/Authority: MINISTRY OF FOREIGN AFFAIRS

P<JPNHASHIMOTO<<YASUSHI<<<<<<<<<<<<<<<<<<<<<<<

TR65485239JPN6712031M2609061<<<<<<<<<<<<<<06

NOTARIAL CERTIFICATE

This is to certify that Hazuki Kitajima an agent of Yasushi Hashimoto has stated in my presence that said Yasushi Hashimoto acknowledged to have signed the attached document.

Dated this 7th day of August, 2017.

Morio Kubota

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo

Tokyo Legal Affairs Bureau

平成２９年登簿第　1688　号

認　証

添付書面における作成名義人橋本泰の代理人北島八寿起は、当職の面前において本人が作成名義人の署名を自認していると陳述した。以下余白。

よって、これを認証する。

平成２９年　8　月　7　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東京法務局所属

公証人

Notary

MORIO KUBOTA

総公証 No 140869 号

証　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　8　月　7　日

東京法務局長　秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　Aug.07.2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　Aug.07.2017

T. TANAKA

Tokyo,　Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

ပူးတွဲ (၂-၁)

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 711/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "DECLARATION", under the Tokyo Legal Affairs Bureau, Registration No. 140868 dated 7th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
013
TOKYO

10/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 10th August 2017

Declaration

I, Nobuyuki Ota, CEO of Cool Japan Fund Inc., hereby solemnly and sincerely declare that:

1. I am well acquainted with the Japanese and English languages, and

2. the attached documents are an English translation of the audited financial statements of Cool Japan Fund Inc. for the past two business years, which I conscientiously believe to be true and correct.

Date: August 7th, 2017

Nobuyuki Ota

CEO

Cool Japan Fund Inc.

Balance Sheet

(As of March 31, 2016)

(Unit: ¥ thousand)

Items	Amounts	Items	Amounts
(Assets)		**(Liabilities)**	
Current assets	**47,941,406**	**Current liabilities**	**211,230**
Cash and deposits	19,838,910	Accounts payable - other	48,041
Operational investment securities	28,049,740	Income taxes payable	87,800
Others	52,755	Provision for bonuses	53,949
Non-current assets	**399,299**	Others	21,439
Property, plant and equipment	236,253	**Non-current liabilities**	**13,528**
Buildings	185,944	Others	13,528
Tools, furniture and fixtures	179,837	**Total liabilities**	**224,759**
Accumulated Depreciation	△129,528	**(Net assets)**	
Intangible assets	**18,304**	**Shareholders' equity**	**48,704,636**
Trademark	816	Capital stock	26,150,000
Software	17,488	Capital surplus	26,150,000
Investments and other assets	144,741	Capital reserve	26,150,000
Others	144,741	Retained earnings	△3,595,363
		Others	△3,595,363
		Retained earnings carried forward	△3,595,363
		Valuations and translation adjustments	**△588,689**
		Valuation difference on available-for-sale securities	△588,689
		Total net assets	**48,115,947**
Total assets	**48,340,706**	**Total liabilities and net assets**	**48,340,706**

(Amounts of less than the above Unit has been truncated.)

Statement of Income

(Apr. 1, 2015 to
Mar. 31, 2016)

(Unit: ¥ thousand)

Item	Amount	
Net sales		**20,952**
Gross profit		**20,952**
Selling, general and administrative expenses		**1,415,243**
Operating loss		**1,394,290**
Non-operating income		
Interest income	5,533	
Others	2,572	8,105
Non-operating expenses		
Share issuance cost	40,982	
Foreign exchange losses	50,164	
Others	143	91,289
Ordinary loss		**1,477,475**
Extraordinary losses		
Loss on retirement of non-current assets	8,805	8,805
Loss before income taxes		**1,486,280**
Income taxes - current		3,800
Net loss		**1,490,080**

(Amounts of less than the above Unit has been truncated.)

Statement of Changes in Shareholders' Equity

(April 1, 2015 to March 31, 2016)

(Unit: ¥ thousand)

	Shareholders' equity			
	Capital stock	Capital surplus	Retained earnings	Total shareholders' equity
			Other retained earnings	
		Capital reserve	Retained earnings carried forward	
Balance at beginning of period	20,300,000	20,300,000	Δ2,105,282	38,494,717
Changes of items during period				
Issuance of new shares	5,850,000	5,850,000	—	11,700,000
Net loss	—	—	Δ1,490,080	Δ1,490,080
Net changes of items other than shareholders' equity	—	—	—	—
Total changes of items during period	5,850,000	5,850,000	Δ1,490,080	10,209,919
Balance at end of period	26,150,000	26,150,000	Δ3,595,363	48,704,636

	Valuation and translation adjustments	Total net assets
	Valuation difference on available-for-sale securities	
Balance at beginning of period	64,834	38,559,552
Changes of items during period		
Issuance of new shares	—	11,700,000
Net loss	—	Δ1,490,080
Net changes of items other than shareholders' equity	Δ653,524	Δ653,524
Total changes of items during period	Δ653,524	9,556,394
Balance at end of period	Δ653,524	48,115,947

(Amounts of less than the above Unit has been truncated.)

Notes to Non-Consolidated Financial Statements

Amounts of less than a thousand yen has been truncated.

1. Significant Accounting Policies

(1) Basis and method of valuation of securities

(i) Operational investment securities Securities without market quotations	Stated at cost determined by the moving-average method

(2) Depreciation method of non-current assets

(i) Property and equipment (excluding leased assets)	Depreciated using the declining-balance method (However, the straight-line method has been used for buildings (excluding fixtures)) The major useful lives of assets are: Buildings 8-20 years Tools, furniture and fixtures 2-15 years
(ii) Intangible assets (excluding leased assets)	Amortized using the straight-line method The major useful lives of assets are: Trademark 10 years Software for own use 5 years
(iii) Leased assets	Leased assets under finance lease arrangements which do not transfer the ownership of the leased property to the lessee are depreciated to a residual value of zero by the straight-line method using lease period as the useful life.

(3) Accounting for deferred assets

Share issuance costs	Such costs are all accounted for as expenses when incurred.

(4) Basis for recording reserves

Provision for bonuses	For payment of employees' bonuses, provision is provided for the portion of the total anticipated bonuses that is attributable to the fiscal year.

(5) Other significant matters which constitute the basis for preparation of the financial statements

Accounting for consumption taxes	Consumption taxes are excluded in transaction amounts.

2. Notes on Changes in Accounting Policies

Not applicable.

3. Notes to Non-consolidated Balance Sheet

Guaranteed liabilities

Guarantee on loan of an investee borrowed from financial institutions

The investee : SDI Media Group, Inc.

Amount of guarantee : 17,861 thousand US dollars

4. Notes to Non-consolidated Statement of Income

Not applicable.

5. Notes to Non-consolidated Statement of Changes in Net Assets

Total number of shares issued as of March 31, 2016 Common stock 1,046,000 shares

6. Notes on Tax-effect Accounting

Details of the main reason for occurrence of deferred tax assets and liabilities

Deferred tax assets	
Loss carryforwards	988,770 thousand yen
Operational investment securities	42,018 thousand yen
Depreciation expenses	2,657 thousand yen
Accrued enterprise taxes	25,922 thousand yen
Deferred consumption taxes	3,829 thousand yen
Provision for bonuses	16,648 thousand yen
Accrued social insurance premiums	2,651 thousand yen
Lease deposits (Asset retirement obligations)	10,344 thousand yen
Valuation difference on available-for-sale securities	180,256 thousand yen
Other	919 thousand yen
Subtotal deferred tax assets	1,274,019 thousand yen
Valuation reserve	△1,274,019 thousand yen
Total deferred tax assets	— thousand yen

7. Notes on Financial Instruments

(1) Matters relating to the state of financial instruments

(i) Management policy on financial instruments

The Company conducts investment activities based on the standards stipulated in the Act on Cool Japan Fund, Inc. The funds necessary for conducting investment activities are collected through equity or debt financing.

Regarding fund management, the Company invests only in short-term deposits and investment securities (certificates of deposit) to secure liquidity and safety of funds.

(ii) Features and risks of financial instruments

The operational investment securities owned by the Company are stocks of the investee companies and are exposed to credit risks of such companies. Also, the non-listed stocks are low in liquidity, and the operational investment securities denominated in foreign currencies are exposed to exchange fluctuation risks.

(iii) Risk management of financial instruments

a) Management of credit risk of the investees

The Company timely and regularly monitors the business conditions of the investees and makes efforts to promptly obtain information of deterioration of their financial conditions and deviation from their business plan, etc.

b) Management of liquidity risk to financing

The Company controls liquidity risks by monitoring deposits and payments and preparing the statement of cash positions regularly.

c) Management of exchange fluctuation risk to operational investment securities which are denominated in foreign currencies.

The Company continuously monitors exchange fluctuation regarding operational investment securities denominated in foreign currencies.

(2) Matters relating to the market value of financial instruments

The values booked in non-consolidated balance sheet, market values and their differences as of March 31, 2016 are shown in the table below.

(unit: thousand yen)

Classification	Book value (*)	Fair value(*)	Difference
(1) Cash and time deposits	19,838,910	19,838,910	-
(2) Accounts payable	(48,041)	(48,041)	-
(3) Income taxes payable	(87,800)	(87,800)	-

(*) Amount stated under liabilities are shown in brackets.

(Note 1) Methods for calculating the market value of financial instruments:

(1) Cash and time deposits, (2) Accounts payable, (3) Income taxes payable

The book value approximates fair value due to the short term settlements.

(Note 2) Financial instruments of which their fair values are extremely difficult to determine are as follows:

(unit: thousand yen)

Classification	Book value
Operational investment securities Non-listed stocks (*)	28,049,740

(*) As the non-listed stocks have no quoted market price and their fair values are extremely difficult to measure, they are not included in the above disclosure of book values, fair values, and their differences.

(Note 3) The scheduled redemption of monetary receivables and financial assets with maturities are as follows:

(unit: thousand yen)

Classification	Within one year
Cash and deposits	19,838,910

8. Notes to Transactions between Related Parties

(1) Parent company and principal corporate shareholder

Attribution	Name	Percentage of voting rights, etc.	Relationship	Nature of transactions	Transaction amounts	Accounting classification	Year-end balance
Principal shareholder	Minister of Finance	Owned directly 79.5%	Receiving capital contribution	Receiving capital contribution (Note)	11,600,000	-	-

Terms and conditions of transactions and the policy of determining the terms and conditions of the transactions:

(Note) Minister of Finance acquired shares issued by the Company in the amount of ¥5 thousand per share.

9. Notes Regarding Per Share Information

Net assets per share 45,999.94 yen

Net income per share 1,831.99 yen

10. Note Regarding Significant Subsequent Events

Not applicable.

Transcript of Accounting Auditors' Audit Report on Financial Statements

REPORT OF INDEPENDENT AUDITORS

May 24, 2016

Board of Directors of Cool Japan Fund Inc.

BDO Toyo & Co.

Shinichi Nakashio
Certified Public Accountant
Designated and Engagement Partner

Hiroaki Izawa
Certified Public Accountant
Designated and Engagement Partner

Pursuant to Article 436, Section 2 Item 1 of the Companies Act, we have audited the financial statements of Cool Japan Fund Inc. (the "Company") applicable to its 3rd business term (from April 1, 2015 through March 31, 2016), which comprise the balance sheet, the statement of income, the statements of changes in shareholders' equity, the notes to the non-consolidated financial statements, and their supplementary statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements and their supplementary statements in accordance with accounting principles generally accepted in Japan. Such responsibility includes designing and operating internal control which management determines necessary to enable the preparation and fair presentation of the financial statements and their supplementary statements that are free from material misstatements due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements and their supplementary statements based on our audit from an independent perspective. We conducted our audit in accordance with auditing standards generally accepted in Japan. Those standards require us to establish an auditing plan in order to obtain reasonable assurance on whether the financial statements and their supplementary statements are free from material misstatement and to perform our audit following such plan.

In the audit, procedures seeking to obtain audit evidence on the amounts and

disclosures in the financial statements and their supplementary statements are undertaken. The audit procedure is selected and applied pursuant to the auditors' decision based on the assessment on the risks of material misstatement of the financial statements and their supplementary statements, whether due to fraud or error. The purpose of the audit is not to express an opinion on the effectiveness of the Company's internal control, but as we conduct our risk assessment, in order to design an appropriate audit procedure, we take into consideration internal control that are relevant to the preparation and fair presentation of the financial statements. The audit also includes evaluating the appropriateness of accounting policies selected by the management and how it was applied, the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements and their supplementary statements.

We believe that the audit evidence we obtained is sufficient and appropriate to provide basis for our audit opinion.

Opinion

We approve that the financial statements, in accordance with accounting principles generally accepted in Japan, fairly present in all material respects the financial position and results of operations of the Company, applicable to the fiscal year ended March 31, 2016.

Conflicts of Interest

We have no interest in the Company which should be disclosed pursuant to the Certified Public Accountants Act.

Transcript of Auditor's Audit Report

AUDIT REPORT

I, the Statutory Auditor, audited the execution of work by the Directors during the 3rd business term (from April 1, 2015 to March 31, 2016). We hereby report as follows on the method and result thereof.

1. Method of Audit

I, by communicating with the Directors, the internal auditing division, and other employees, endeavored to collect information and to improve the auditing environment, attended the meetings of the Board of Directors and other important meetings, received reports on the status of their work executed from the Directors and the employees and requested their explanations as necessary, inspected material internal decision-making documents as well as other documents, and investigated the status of operations and assets of the headquarter. In addition, I regularly received reports and explanations from the directors and employees and expressed opinions on the substance of decisions made by the Board of Directors (pursuant to Article 100, Paragraph 1 and 3 of the Ordinance of Enforcement of the Companies Act) with regard to necessary systems to ensure that the performance of work by the directors is in compliance with the applicable laws, regulations, and the Articles of Incorporation described in the Business Report and of the status of construction and operation of the systems actually developed on the basis of those decisions (the internal control systems). With regards to the noted matters provided in Article 118, Item 5 (a) of the Ordinance for Enforcement of the Companies Act and the decision and its reasons provided in (b) of the same item, I reviewed their contents based on the status of deliberations by the Board of Directors and others.

In addition, I examined whether the independence of the Independent Auditor was maintained and whether appropriate audit was being undertaken, received reports from the Independent Auditor on the status of its operation, and requested explanations as necessary. We also received notice from the Independent Auditor that "Necessary systems to ensure appropriate execution of operations" (pursuant to Article 131 of the Corporate Accounting Regulations) was duly developed in line with "Quality control standards for auditing" (issued by the Japan Corporate Accounting Council on October 28, 2005), and requested explanations as necessary. Based on the above methods, I examined the Business Report for the relevant fiscal year and its supplementary

statements and the financial statements for the relevant fiscal year (the balance sheet, the statement of income, the statement of changes in shareholders' equity and the notes to non-consolidated financial statements) and their supplementary statements.

2. Result of Audit

(1) Results of Audit of Business Report, etc.

(i) I acknowledge that the Business Report and the supplementary statements fairly present the status of the Company in conformity with the applicable laws, regulations, and the Articles of Incorporation.

(ii) I acknowledge that no misconduct or material fact constituting a violation of laws, regulations, or the Articles of Incorporation was found with respect to the Directors' performance of their duties.

(iii) I acknowledge that the Board of Directors' resolutions with respect to the internal control systems are appropriate. I did not find any matter in the Business Report or the Directors' performance of their duties concerning the internal control systems that requires mentioning.

(iv) I acknowledge that, in regards to transactions with the parent company, etc., stated in the Business Report, there are no matters that requires mentioning in relation to the matters that were taken into consideration upon conducting such transaction in order to prevent the interest of the Company from being harmed and the decision by the Board of Directors on such issue as well as the reason for such decision.

(2) Results of Audit of the Non-Consolidated Financial Statements and the Supplementary Statements

I acknowledge that the methods and results of audit undertaken by the Accounting Auditor, BDO Toyo & Co., are appropriate.

June 2, 2016

Cool Japan Fund Inc.
Statutory Auditor:
Toshio Kinoshita

Balance Sheet

As of March 31, 2017

(Unit: ¥ thousand)

(Assets)	
items	amounts
Current assets	65,555,413
Cash and deposits	33,480,516
Operational investment securities	32,033,622
Others	41,274
Non-current assets	356,290
Property, plant and equipment	211,136
Buildings	186,328
Tools, furniture and fixtures	193,301
Accumulated Depreciation	△168,493
Intangible assets	12,277
Trademark	716
Software	11,561
Investments and other assets	132,876
Others	132,876
Total assets	65,911,704

(Liabilities)	
items	amounts
Current liabilities	1,203,786
Accounts payable - other	55,579
Income taxes payable	176,105
Provision for bonuses	75,681
Deferred tax liabilities	866,945
Others	29,475
Non-current liabilities	12,054
Others	12,054
Total liabilities	1,215,840

(Net assets)	
items	amounts
Shareholders' equity	63,449,189
Capital stock	34,650,000
Capital surplus	34,650,000
Capital reserve	34,650,000
Retained earnings	△5,850,810
Others	△5,850,810
Retained earnings carried forward	△5,850,810
Valuations and translation adjustments	1,246,674
Valuation difference on available-for-sale securities	1,246,674
Total net assets	64,695,863
Total liabilities and net assets	65,911,704

(Amounts of less than the above Unit has been truncated.)

Statement of Income

Apr. 1, 2016 to Mar. 31, 2017

(Unit: ¥ thousand)

Item	Amount	
Net sales		658,297
Cost of sales		1,109,521
Gross loss		451,223
Selling, general and administrative expenses		1,736,093
Operating loss		2,187,316
Non-operating income		
Interest income	2,486	
Others	1,673	4,159
Non-operating expenses		
Share issuance cost	59,903	
Foreign exchange losses	8,407	
Others	178	68,489
Ordinary loss		2,251,647
Loss before income taxes		2,251,647
Income taxes - current		3,800
Net loss		2,255,447

(Amounts of less than the above Unit has been truncated.)

(April 1, 2016 to March 31, 2017)

(Unit: ¥ thousand)

	Shareholders' equity				
	Capital stock	Capital surplus		Retained earnings	
		Capital reserve	Total capital surplus	Other retained earnings Retained earnings carried forward	Total retained earnings
Balance at beginning of period	26,150,000	26,150,000	26,150,000	△3,595,363	△3,595,363
Changes of items during period					
Issuance of new shares	8,500,000	8,500,000	8,500,000		
Net loss				△2,255,447	△2,255,447
Net changes of items other than shareholders' equity					
Total changes of items during period	8,500,000	8,500,000	8,500,000	△2,255,447	△2,255,447
Balance at end of period	34,650,000	34,650,000	34,650,000	△5,850,810	△5,850,810

	Shareholders' equity	Valuation and translation adjustments		Total net assets
	Total shareholders' equity	Valuation difference on available-for-sale securities	Total valuation and translation adjustments	
Balance at beginning of period	48,704,636	△588,689	△588,689	△48,115,947
Changes of items during period				
Issuance of new shares	17,000,000			17,000,000
Net loss	△2,255,447			△2,255,447
Net changes of items other than shareholders' equity		1,835,364	1,835,364	1,835,364
Total changes of items during period	14,744,552	1,835,364	1,835,364	16,579,916
Balance at end of period	63,449,189	1,246,674	1,246,674	64,695,863

(Amounts of less than the above Unit has been truncated.)

Notes to Non-Consolidated Financial Statements

Amounts of less than a thousand yen has been truncated.

1. Significant Accounting Policies

(1) Basis and method of valuation of securities

(i) Operational investment securities

Securities with market quotations	Stated at fair market value based on the market prices as of the end of the fiscal year (valuation differences are reported as a component of shareholders' equity, and costs of securities sold are calculated by the moving-average method)
Securities without market quotations	Stated at cost determined by the moving-average method. Contributions to limited liability partnership and limited partnership are based on the most recent financial statements available prepared according to the financial reporting dates specified in the respective partnership agreements. For the balance sheet the net values of equities are stated, and for the income statement the profit and expense proportionate to the Company's ownership of interest is incorporated respectively as sales and sales cost.

(2) Depreciation method of non-current assets

(i) Property and equipment (excluding leased assets)	Depreciated using the declining-balance method (However, the straight-line method has been used for buildings (excluding fixtures) and fixtures and structures acquired on or after April 1, 2016) The major useful lives of assets are: Buildings 8-20 years Tools, furniture and fixtures 2-15 years
(ii) Intangible assets (excluding leased assets)	Amortized using the straight-line method The major useful lives of assets are: Trademark 10 years Software for own use 5 years
(iii) Leased assets	Leased assets under finance lease arrangements which do not transfer the ownership of the leased property to the lessee are depreciated to a residual value of zero by the straight-line method using lease period as

the useful life.

(3) Accounting for deferred assets

Share issuance cost	Such costs are all accounted for as expenses when incurred.

(4) Basis for recording reserves

Provision for bonuses	For payment of employees' bonuses, provision is provided for the portion of the total anticipated bonuses that is attributable to the fiscal year.

(5) Accounting standard for income and expenses

As the Company's sales, the sales of operational investment securities, dividend income, interest income, sales from limited liability partnership etc. are recorded. As the Company's sales cost, the book value of operational investment securities that were sold, the sales cost from limited liability partnership etc. are recorded.

(6) Other significant matters which constitute the basis for preparation of the financial statements

Accounting for consumption taxes	Consumption taxes are excluded in transaction amounts.

2. Changes in Accounting Policies

Depreciation Method for Fixed Assets

In association with the revision of the Corporation Tax Act, the Company has applied the "Practical Solution on a change in depreciation method due to Tax Reform 2016" (The Accounting Standards Board of Japan (ASBJ) Practical Issues Task Force (PITF) No. 32 dated June 17, 2016) from this fiscal year and changed the depreciation method for building fixtures and structures that were acquired on or after April 1, 2016 from the declining-balance method to the straight-line method. The effect of this change on the profit and loss of the financial year ended March 31, 2017 is immaterial.

3. Notes on Changes in Accounting Policies

Not applicable.

4. Notes to Non-consolidated Balance Sheet

(1) Guaranteed liabilities

Guarantee on loan of an investment borrowed from financial institutions

The investee : SDI Media Group, Inc.

Amount of guarantee : 15,876 thousand US dollars

(2) Investment Limited Liability Partnership and Limited Partnership

Of the operational investment securities, the net values of equities are stated for

contribution to limited liability partnership and limited partnership.

5. Notes to Non-consolidated Statement of Income

Not applicable.

6. Notes to Non-consolidated Statement of Changes in Net Assets

Total number of shares issued as of March 31, 2017 Common stock 1,386,000 shares

7. Notes on Tax-effect Accounting

Details of the main reason for occurrence of deferred tax assets and liabilities

Deferred tax assets		
Loss carryforwards	1,637,238	thousand yen
Operational investment securities	44,612	thousand yen
Depreciation expenses	3,764	thousand yen
Accrued enterprise taxes	53,173	thousand yen
Deferred consumption taxes	2,979	thousand yen
Provision for bonuses	23,355	thousand yen
Accrued social insurance premiums	3,745	thousand yen
Lease deposits (Asset retirement obligations)	14,624	thousand yen
Valuation difference on available-for-sale securities	219,754	thousand yen
Other	335	thousand yen
Subtotal deferred tax assets	2,003,583	thousand yen
Valuation reserve	△2,003,583	thousand yen
Total deferred tax assets	—	thousand yen
Deferred tax liabilities		
Valuation difference on available-for-sale securities	866,945	thousand yen
Total deferred tax liabilities	866,945	thousand yen

(Note) "The Application Guideline on Realizability of Deferred Tax Assets" (Corporate Accounting Standards No.26 issued March 28, 2016) is applied starting this fiscal year.

7. Notes on Financial Instruments

(1) Matters relating to the state of financial instruments

(i) Management policy on financial instruments

The Company conducts investment activities based on the standards stipulated in the Act on Cool Japan Fund, Inc. The funds necessary for conducting investment activities are collected through equity or debt financing.

Regarding fund management, the Company invests only in short-term deposits and investment securities (certificates of deposit) to secure liquidity and safety of funds.

(ii) Features and risks of financial instruments

The operational investment securities owned by the Company are stocks of the investee companies and are exposed to credit risks of such companies. Also, the non-listed stocks are low in liquidity, and the operational investment securities denominated in foreign currencies are exposed to exchange fluctuation risks.

(iii) Risk management of financial instruments

a) Management of credit risk of the investees

The Company timely and regularly monitors the business conditions of the investees and makes efforts to promptly obtain information of deterioration of their financial conditions and deviation from their business plan, etc.

b) Management of market risk

The Company continuously monitors factors such as market value and the issuer's financial status with regards to operational investment securities issued by listed companies.

c) Management of liquidity risk to financing

The Company controls liquidity risks by monitoring deposits and payments and preparing the statement of cash positions regularly.

d) Management of exchange fluctuation risk to operational investment securities which are denominated in foreign currencies.

The Company continuously monitors exchange fluctuation regarding operational investment securities denominated in foreign currencies.

(2) Matters relating to the market value of financial instruments

The values booked in non-consolidated balance sheet, market values and their differences as of March 31, 2017 are shown in the table below. In below, financial instruments of which the fair value is extremely difficult to measure are not included.

(unit: thousand yen)

Classification	Book value (*)	Fair value(*)	Difference

(1) Cash and time deposits	33,480,516	33,480,516	—
(2) Operational investment securities	3,509,870	3,509,870	
(3) Accounts payable	(55,579)	(55,579)	—
(4) Income taxes payable	(176,105)	(176,105)	—

(*) Amount stated under liabilities are shown in brackets.

(Note 1) Methods for calculating the market value of financial instruments:

(1) Cash and time deposits, (3) Accounts payable, (4) Income taxes payable

The book value approximates fair value due to the short term settlements.

(2) Operational investment securities

Being stocks of listed companies, the market value is determined to be the book value and the fair value.

(Note 2) Financial instruments of which their fair values are extremely difficult to determine are as follows.

(unit: thousand yen)

Classification	Book value
Operational investment securities	
Non-listed stocks (*1)	27,100,127
Convertible bonds (*1)	300,000
Contribution in limited liability partnership and limited partnership(*2)	1,123,625

(*1) As the non-listed stocks and convertible bonds have no quoted market price and their fair values are extremely difficult to measure, they are not included in the above disclosure of book values, fair values, and their differences.

(*2) As the assets in limited liability partnership and limited partnership consist of assets that are extremely difficult to measure their fair values, the contribution in these partnerships are not included in the above disclosure of book values, fair values, and their differences.

(Note 3) The scheduled redemption of monetary receivables and financial assets with maturities are as follows:

(unit: thousand yen)

Classification	Within one year	Longer than a year and within 5 years
Cash and deposits	33,480,516	-
Convertible bonds	-	300,000

9. Notes to Transactions with Related Parties

(1) Parent company and major corporate shareholder

Attribution	Name	Percentage of voting rights ,etc.	Relationship	Nature of transactions	Transaction amounts	Accounting classification	Year-end balance

Principal shareholder	Minister of Finance	Owned directly 84.5%	Receiving capital contribution	Receiving capital contribution (Note)	17,000,000	-	-

Terms and conditions of transactions and the policy of determining the terms and conditions of the transactions:

(Note) Minister of Finance acquired shares issued by the Company in the amount of ¥50 thousand per share.

10. Notes Regarding Per Share Information

Net assets per share	46,678.11 yen
Net income per share	2,154.34 yen

11. Note Regarding Significant Subsequent Events

Not applicable.

Transcript of Accounting Auditors' Audit Report on Financial Statements

REPORT OF INDEPENDENT AUDITORS

May 25, 2017

Board of Directors of Cool Japan Fund Inc.

BDO Toyo & Co.
Shinichi Nakashio
Certified Public Accountant
Designated and Engagement Partner

Hiroaki Izawa
Certified Public Accountant
Designated and Engagement Partner

Pursuant to Article 436, Section 2 Item 1 of the Companies Act, we have audited the financial statements of Cool Japan Fund Inc. (the "Company") applicable to its 4th business term (from April 1, 2016 through March 31, 2017), which comprise the balance sheet, the statement of income, the statements of changes in shareholders' equity, the notes to the non-consolidated financial statements, and their supplementary statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements and their supplementary statements in accordance with accounting principles generally accepted in Japan. Such responsibility includes designing and operating internal control which management determines necessary to enable the preparation and fair presentation of the financial statements and their supplementary statements that are free from material misstatements due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements and their supplementary statements based on our audit from an independent perspective. We conducted our audit in accordance with auditing standards generally accepted in Japan. Those standards require us to establish an auditing plan in order to obtain reasonable assurance on whether the financial statements and their supplementary statements are free from material misstatement and to perform our audit following such plan.

In the audit, procedures seeking to obtain audit evidence on the amounts and

disclosures in the financial statements and their supplementary statements are undertaken. The audit procedure is selected and applied pursuant to the auditors' decision based on the assessment on the risks of material misstatement of the financial statements and their supplementary statements, whether due to fraud or error. The purpose of the audit is not to express an opinion on the effectiveness of the Company's internal control, but as we conduct our risk assessment, in order to design an appropriate audit procedure, we take into consideration internal control that are relevant to the preparation and fair presentation of the financial statements. The audit also includes evaluating the appropriateness of accounting policies selected by the management and how it was applied, the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements and their supplementary statements.

We believe that the audit evidence we obtained is sufficient and appropriate to provide basis for our audit opinion.

Opinion

We approve that the financial statements, in accordance with accounting principles generally accepted in Japan, fairly present in all material respects the financial position and results of operations of the Company, applicable to the fiscal year ended March 31, 2017.

Conflicts of Interest

We have no interest in the Company which should be disclosed pursuant to the Certified Public Accountants Act.

Transcript of Auditor's Audit Report

AUDIT REPORT

I, the Statutory Auditor, audited the execution of work by the Directors during the 4th business term (from April 1, 2016 to March 31, 2017). We hereby report as follows on the method and result thereof.

1. Method of Audit

I, by communicating with the Directors, the internal auditing division, and other employees, endeavored to collect information and to improve the auditing environment, attended the meetings of the Board of Directors and other important meetings, received reports on the status of their work executed from the Directors and the employees and requested their explanations as necessary, inspected material internal decision-making documents as well as other documents, and investigated the status of operations and assets of the headquarter. In addition, I regularly received reports and explanations from the directors and employees and expressed opinions on the substance of decisions made by the Board of Directors (pursuant to Article 100, Paragraph 1 and 3 of the Ordinance of Enforcement of the Companies Act) with regard to necessary systems to ensure that the performance of work by the directors is in compliance with the applicable laws, regulations, and the Articles of Incorporation described in the Business Report and of the status of construction and operation of the systems actually developed on the basis of those decisions (the internal control systems). With regards to the noted matters provided in Article 118, Item 5 (a) of the Ordinance for Enforcement of the Companies Act and the decision and its reasons provided in (b) of the same item, I reviewed their contents based on the status of deliberations by the Board of Directors and others.

In addition, I examined whether the independence of the Independent Auditor was maintained and whether appropriate audit was being undertaken, received reports from the Independent Auditor on the status of its operation, and requested explanations as necessary. We also received notice from the Independent Auditor that "Necessary systems to ensure appropriate execution of operations" (pursuant to Article 131 of the Corporate Accounting Regulations) was duly developed in line with "Quality control standards for auditing" (issued by the Japan Corporate Accounting Council on October 28, 2005), and requested explanations as necessary. Based on the above methods, I examined the Business Report for the relevant fiscal year and its supplementary

statements and the financial statements for the relevant fiscal year (the balance sheet, the statement of income, the statement of changes in shareholders' equity and the notes to non-consolidated financial statements) and their supplementary statements.

2. Result of Audit

(1) Results of Audit of Business Report, etc.

(i) I acknowledge that the Business Report and the supplementary statements fairly present the status of the Company in conformity with the applicable laws, regulations, and the Articles of Incorporation.

(ii) I acknowledge that no misconduct or material fact constituting a violation of laws, regulations, or the Articles of Incorporation was found with respect to the Directors' performance of their duties.

(iii) I acknowledge that the Board of Directors' resolutions with respect to the internal control systems are appropriate. I did not find any matter in the Business Report or the Directors' performance of their duties concerning the internal control systems that requires mentioning.

(iv) I acknowledge that, in regards to transactions with the parent company, etc., stated in the Business Report, there are no matters that requires mentioning in relation to the matters that were taken into consideration upon conducting such transaction in order to prevent the interest of the Company from being harmed and the decision by the Board of Directors on such issue as well as the reason for such decision.

(2) Results of Audit of the Non-Consolidated Financial Statements and the Supplementary Statements

I acknowledge that the methods and results of audit undertaken by the Accounting Auditor, BDO Toyo & Co., are appropriate.

June 1, 2017

Cool Japan Fund Inc.
Statutory Auditor:
Toshio Kinoshita

NOTARIAL CERTIFICATE

This is to certify that Hazuki Kitajima an agent of Nobuyuki Ota, CEO of Cool Japan Fund Inc., has stated in my presence that said Nobuyuki Ota has acknowledged to have signed the attached document.

Dated this 7th day of August, 2017.

Morio Kubota
NOTARY
3-1, Marunouchi 3-chome,
Chiyoda-ku, Tokyo
Tokyo Legal Affairs Bureau

平成２９年登簿第　1687　号

認　証

添付書面における作成名義人株式会社海外需要開拓支援機構代表取締役太田伸之の代理人北島八寿起は、当職の面前において本人が作成名義人の署名を自認していると陳述した。以下余白。

よって、これを認証する。

平成２９年　8　月　7　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東京法務局所属

公証人

Notary

MORIO KUBOTA

総公証 №140868 号

証　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　8　月　7　日

東京法務局長　　秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　**Aug.07.2017**

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　**Aug.07.2017**

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

MINISTRY OF FOREIGN AFFAIRS JAPAN

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03) 3441-9291, Fax. (03) 3447-7394

No. 705 / 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "CERTIFICATE", under the Tokyo Legal Affairs Bureau, Registration No. 140221 dated 3rd August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

[signature] 9/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 9th August 2017

CITY-YUWA PARTNERS
ATTORNEYS AT LAW
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Telephone +81-3-6212-5500 Facsimile +81-3-6212-5700 URL http://www.city-yuwa.com

CERTIFICATE

I, Yohei Harima, hereby certify that the document attached hereto as Exhibit A is a true and complete English translation of certificate of all matters historically recorded of Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc. attached hereto as Exhibit B.

I am an attorney-at-law of good standing, licensed to practice law in Japan and belonging to the law offices of City-Yuwa Partners. I am fluent in both English and Japanese.

Executed on August 3, 2017 at Tokyo, Japan.

Yohei Harima
Attorney-at-law

Exhibit A

CERTIFIED COPY OF ALL MATTERS REGISTERED

[Translation]

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.

1-2-1, Uchisaiwai-cho, Chiyoda-ku, Tokyo

Corporate number	0100-01-171970
Trade Name	Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.
Head office	1-2-1, Uchisaiwai-cho, Chiyoda-ku, Tokyo
Method of Public Notice	Notice given in official Gazette
Date of Establishment	November 25, 2015
Business Purposes	The Company aims at improving profitability of domestic business operators which are to meet common demands of ICT and postal services inside and outside Japan, and contributing to the sustainable growth of our economy, through the expansion of the above demands, by providing the services listed below to the parties, etc. which engage in ICT and postal services overseas (meaning the services as provided for in Article 2, Paragraph (1) of the Law Concerning Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.; hereinafter the same shall apply) by utilizing knowledge, technology and experience accumulated in the domestic business operators: (1) Investment to the subject business operators (meaning the business operators which became subject to support pursuant to the provisions of Article 25, Paragraph (1) of the Law Concerning Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc. (including a partnership formed under the partnership contract as provided for in Article 667, Paragraph (1) of the Civil Code (Act No. 89 of 1896), a silent partnership formed under the silent partnership agreement as provided for in Article 535 of the Commercial Code (Act No. 48 of 1899), an investment LPS as provided for in Article 2, Paragraph (2) of the Limited Partnership Act for Investment (Act No. 90 of 1998) or a limited liability partnership as provided for in Article 2 of the Limited Liability Partnership Act (Act No. 40 of 2005), or an organization established under a foreign laws and regulations which is similar to the above partnerships; hereinafter the same shall apply); (2) Contribution of funds (meaning the funds as provided for in Article 131 of the Act on General Incorporated Associations and General Incorporated Foundations (Act No. 48 of 2006) to the subject business operators; (3) Provision of loan to the subject business operators; (4) Acquisition of the securities (meaning the securities as listed in each item of Article 2, Paragraph (1) of the Financial Instruments and Exchange Act (Act No. 25 of 1948) and rights deemed to be securities under Paragraph (2) of that Article; hereinafter the same shall apply in this Item and Item (xii)) issued by the subject business operators and securities possessed by the subject business operators; (5) Acquisition of monetary claim against the subject business operators and monetary claim possessed by the subject business operators; (6) Guarantee of debts related to the corporate bond issued by the subject business operators and borrowing funds; (7) Public offering or private placement of securities (limited to the rights listed in

	Article 2, Paragraph (2), Item (v) or Item (vi) of the Financial Instruments and Exchange Act, which are deemed to be securities under the provisions of Article 2, Paragraph (2) of the same Act) for the benefit of the subject business operators; (8) Dispatch of technical staff or other specialists to the business operators which engage in or intend to engage in the subject business (meaning the business as provided for in Article 2, Paragraph (2) of the Law Concerning Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc.; hereinafter the same shall apply); (9) Provision of advice to the business operators which engage in or intend to engage in the subject business; (10) Transfer, establishment or granting of intellectual property rights (meaning the intellectual property rights as provided for in Article 2, Paragraph (2) of the Intellectual Property Basic Act (Act No. 122 of 2002) and the equivalent thereto in foreign countries; the same shall apply in the following item), or disclosure of trade secret (meaning the trade secret as provided for in Article 2, Paragraph (6) of the Unfair Competition Prevention Act (Act No. 47 of 1993) and the equivalent thereto in foreign countries; the same shall apply in the following item) to the business operators which engage in or intend to engage in the subject business; (11) Acquisition of, or obtainment of transfer, establishment or granting of, intellectual property rights, or obtainment of disclosure of trade secret, necessary for the service listed in the preceding item; (12) Assignment or other disposal of the shares, share options, equities or securities of its possession; (13) Management, assignment or other disposal of claim; (14) Negotiations and investigations necessary in relation to the services listed in each of the preceding items; (15) Investigation and provision of information necessary to promote subject business; (16) Any services incidental to the services listed in each of the preceding items; and (17) In addition to those listed in each of the preceding items, any services necessary to achieve the purposes of the Company.	
Total Number of Authorized Shares	10,000,000 shares	
	10,010,000 shares	Amended on July 14, 2016 Registered on July 27, 2016
Total Number of Issued Shares, and Class and Number	Total number of issued shares 74,880 shares	
	Total number of issued shares 82,880 shares Number of shares of each class Common shares: 82,880 shares	Amended on July 22, 2016 Registered on July 27, 2016
	Total number of issued shares 89,140 shares Number of shares of each class Common shares: 82,880 shares Class A preferred shares: 6,260 shares	Amended on July 22, 2016 Registered on July 27, 2016
	Total number of issued shares 124,140 shares Number of shares of each class Common shares: 117,880 shares	Amended on February 3, 2017

	Class A preferred shares: 6,260 shares	Registered on February 13, 2017
	Total number of issued shares 148,140 shares Number of shares of each class Common shares: 141,880 shares Class A preferred shares: 6,260 shares	Amended on March 31, 2017 Registered on April 6, 2017
	Total number of issued shares 179,140shares Number of shares of each class Common shares: 172,880 shares Class A preferred shares: 6,260 shares	Amended on June 23, 2017 Registered on June 28, 2017
Amount of Capital	1,872,000,000 yen	
	2,072,000,000 yen	Amended on July 22, 2016 Registered on July 27, 2016
	2,228,500,000 yen	Amended on July 22, 2016 Registered on July 27, 2016
	3,103,500,000 yen	Amended on February 3, 2017 Registered on February 13, 2017
	3,703,500,000 yen	Amended on March 31, 2017 Registered on April 6, 2017
	4,478,500,000 yen	Amended on June 23, 2017 Registered on June 28, 2017
Total Number of Authorized Shares in a Class and the Details of the Shares of Each Class	Common shares: 10,000,000 shares Class A preferred shares: 10,000 shares Details of the class A preferred shares to be issued by the Company are as follows: 1. Distribution of surplus (1) Preferred dividends The Company, when distributing surplus, pays dividends of 500 yen per class A preferred share (or reasonably adjusted amount in case where share split, share consolidation or other grounds in which adjustment is reasonably required occur with respect to the class A preferred shares) ("Dividends on Class A Preferred Shares") to the shareholders of the class A preferred shares stated or recorded in the final shareholder registry of the record date of the relevant distribution ("Shareholders of Class A Preferred Shares") or the registered pledgees of class A preferred shares ("Registered Pledgees of Class A Preferred Shares") ("Dividend Distribution of Class A Preferred Shares") before the payment to the shareholders of the common shares stated and recorded in the final shareholder registry of the same date ("Shareholders of Common Shares") or the registered pledgees of the common shares ("Registered Pledgees of Common Shares"). However, if the distribution of surplus has already been made to the Shareholders of Class A Preferred Shares or the Registered Pledgees of Class A Preferred Shares in accordance with the record date set in the same business year, it shall be the amount after deduction of such distributed amount. (2) Non-cumulative shares Where the amount of surplus to be distributed to the Shareholders of Class A Preferred Shares or the Registered Pledgees of Class A Preferred Shares in a certain business year is less than the amount of the Dividends on Class A Preferred Shares, such shortfall shall not accumulate in the following years.	

(3) Participating preferred shares

Company shall, in addition to the Dividend Distribution of Class A Preferred Shares, distribute to the Shareholders of Class A Preferred Shares and the Registered Pledgees of Class A Preferred Shares the surplus in the same amount as the one paid to the Shareholders of Common Shares or the Registered Pledgees of Common Shares.

2. Put options in considerations of common shares

(1) Details of put options

Shareholders of Class A Preferred Shares may, at any time after becoming the Shareholders of Class A Preferred Shares, request that the Company acquires the whole or a part of the Class A Preferred Shares with the common shares of the Company to be delivered as consideration on the conditions under (2) below ("Put Options").

(2) Number of the common shares to be delivered in exchange for acquisition of the Class A Preferred shares

Number of the common shares of the Company to be delivered in exchange for acquisition of the Class A Preferred Shares is calculated as follows. Fraction of the common shares that is less than one full share to be delivered in exchange for acquisition of the Class A Preferred Shares shall be rounded down to the nearest full share and monetary adjustment shall be made.

$$\text{Number of the common shares to be delivered in exchange for acquisition of the Class A Preferred shares} = \frac{\text{Total amount paid in for Class A Preferred Shares that the Shareholders of Class A Preferred Shares have requested the Company to acquire}}{\text{Acquisition cost}}$$

In calculating the total amount paid in for Class A Preferred Shares that the Shareholders of Class A Preferred Shares have requested the Company to acquire, the amount paid in per class A preferred share shall be 50,000 yen and in case where share split, share consolidation or other grounds in which adjustment is reasonably required occur with respect to class A preferred shares, it shall be the sum of the reasonably adjusted amount.

(3) Initial acquisition cost

Acquisition cost shall initially be 50,000 yen.

(4) Adjustment of acquisition cost

(a) When share split or share allotment without contribution is made with respect to the common shares, the acquisition cost shall be adjusted in the following manner. In case of the share allotment without contribution, "Number of outstanding common shares before split" in the formula below shall read "Number of outstanding common share before share allotment without contribution" (except for the common shares held by the Company at that point) and "Number of outstanding common shares after split" therein shall read "Number of outstanding common shares after share allotment without contribution" (except for the common shares held by the Company at that point).

$$\text{Acquisition cost after adjustment} = \text{Acquisition cost before adjustment} \times \frac{\text{Number of outstanding commons shares before split}}{\text{Number of outstanding common shares after split}}$$

Acquisition cost after adjustment shall be applied from the following day of the record date of the split in case of share split, and as of the effective date of the share allotment (in case where the record date of the share allotment has been set, from the following day of such record date) in case of the share allotment without contribution.

(b) When share consolidation is made with respect to the common shares, the acquisition cost shall be adjusted in the following formula as of the effective date of the share consolidation (in case where the record date of the share consolidation has been set, from the following day of such record date).

$$\text{Acquisition cost after adjustment} = \text{Acquisition cost before adjustment} \times \frac{\text{Number of outstanding commons shares before consolidation}}{\text{Number of outstanding common shares after consolidation}}$$

(c) In addition to the above, in case where adjustment of the acquisition cost is required as a result of the change or the occurrence of the events causing the possibility of the change in the total number of the outstanding common shares (excluding the number of the common shares held by the Company), the Company shall reasonably adjust the acquisition cost.

3. Call options in consideration of common shares

(1) Details of call options

If the Shareholders of Class A Preferred Shares exercise their put options with respect to all of the Class A Preferred Shares they hold, as a result of which the ratio obtained by dividing the total number of voting rights of the common shares of the Company held by the Shareholders of Class A Preferred Shares immediately before their exercise of the put options and the common shares of the Company to be delivered by exercise of the put options, by the number of the voting rights of the outstanding common shares (excluding the common shares held by the Company) immediately before their exercise of the put options and the common shares of the Company to be delivered by their exercise of the put options is less than 5%, the Company may, on a certain day not less than three months after the date of the occurrence of the above, determined by the board of directors of the Company, acquire all of the Class A Preferred Shares with the common shares of the Company to be delivered as consideration on the conditions under (2) below.

(2) Number of the common shares to be delivered in exchange for acquisition of the Class A Preferred shares

In calculating the number of the common shares of the Company to be delivered in exchange for acquisition of the Class A Preferred shares, above 2(2) through (4) shall be applied. In such case, "Total amount paid in for Class A Preferred Shares that the Shareholders of Class A Preferred Shares have requested the Company to acquire" under 2(2) shall read "Total amount paid in for Class A Preferred Shares to be acquired by the Company". Further, fraction of the common shares that is less than one full share to be delivered to the Shareholders of Class A Preferred Shares shall be treated in accordance with Article 234 of the Companies Act.

4. Voting rights

Shareholders of Class A Preferred Shares does not have any voting rights with respect to all matters to be discussed at the meeting of shareholders.

5. Class meetings

Unless otherwise specified in laws and regulations, any of the Company's acts listed in

	each item of Article 322(1) of the Companies Act shall not require the resolutions of class meetings consisted of the Shareholders of Class A Preferred Shares. Changed on 14 July, 2016 Registered on 27 July, 2016	
Rules Concerning Restrictions on Assignment of Shares	Assignment or acquisition of shares of the Company by shareholders or acquirers of shares shall require approval of the Board of Directors.	
Director(s)	Hatsuhisa Takashima, Director	
	Hatsuhisa Takashima, Director	Reappointed on June 21, 2017 Registered on July 5, 2017
	Yoshiyuki Fukuda, Director	
	Yoshiyuki Fukuda, Director	Reappointed on June 21, 2017 Registered on July 5, 2017
	Hiroyuki Hosoi, Director	
	Hiroyuki Hosoi, Director	Reappointed on June 21, 2017 Registered on July 5, 2017
	Mitsue Doi (Mitsue Kurihara), Director	
	Mitsue Doi (Mitsue Kurihara), Director (Outside Director)	Outside Directors were registered on December 7, 2015.
	Mitsue Doi (Mitsue Kurihara), Director (Outside Director)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Iehisa Nakamura, Director	
	Iehisa Nakamura, Director (Outside Director)	Outside Directors were registered on December 7, 2015.
	Iehisa Nakamura, Director (Outside Director)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Mieko Mio, Director	
	Mieko Mio, Director (Outside Director)	Outside Directors were registered on December 7, 2015.
	Mieko Mio, Director (Outside Director)	Reappointed on June 21, 2017 Registered on July 5, 2017
	5-3-5-207, Komazawa, Setagaya-ku, Tokyo Yoshiyuki Fukuda, Representative Director	
	5-3-5-207, Komazawa, Setagaya-ku, Tokyo *Yoshiyuki Fukuda, Representative Director*	Reappointed on June 21, 2017 *Registered on July 5, 2017*
	Osamu Kajikawa, Auditor	

	BDO Toyo & Co., Accounting auditor	
	BDO Toyo & Co., Accounting auditor	Reappointed on June 24, 2016 Registered on July 8, 2016
	BDO Toyo & Co., Accounting auditor	Reappointed on June 21, 2017 Registered on July 5, 2017
	Hatsuhisa Takashima, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Hatsuhisa Takashima, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Yoshiyuki Fukuda, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Yoshiyuki Fukuda, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Hiroyuki Hosoi, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Hiroyuki Hosoi, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Mitsue Doi (Mitsue Kurihara), Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Mitsue Doi (Mitsue Kurihara), Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Iehisa Nakamura, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Iehisa Nakamura, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017
	Mieko Mio, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Appointed on December 1, 2015 Registered on December 7, 2015
	Mieko Mio, Officer (a member of Committee for Overseas Development of Japan's ICT and Postal Services)	Reappointed on June 21, 2017 Registered on July 5, 2017

Provisions Concerning the Limitation of Liability of Non-Executive Directors, etc. for Compensation of Damages	The Company may execute an agreement with the Directors (excluding the Executive Directors, etc.) that limits liability for compensation of damages, if it falls under the requirements of liability for compensation of damages as provided for in Article 423, Paragraph (1) of the Companies Act; provided, however, that, the amount of limit of liability under such agreement shall be the minimum amount of limit of liability prescribed by laws and regulations. The Company may execute an agreement with the Auditors that limits liability for compensation of damages, if it falls under the requirements of liability for compensation of damages as provided for in Article 423, Paragraph (1) of the Companies Act; provided, however, that, the amount of limit of liability under such agreement shall be the minimum amount of limit of liability prescribed by laws and regulations.
Cause of Dissolution	The Company shall dissolve, pursuant to the provisions of Article 37 of the Law Concerning Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Inc., upon completion of the services listed in each item of Article 23, Paragraph (1) of the above Law.
Matters Related to a Company with Board of Directors	Company with Board of Directors
Matters Related to a Company with Auditors	Company with Auditors
Matters Related to a Company with Financial Auditor(s)	Company with Financial Auditor(s)
Matters Related to Registry Records	Establishment Registered on November 25, 2015

*An underline indicates matters that have been deleted.

This is to certify that the above are all matters as registered and not closed on the original registry.

July 13, 2017
Tokyo Legal Affairs Bureau
Registrar: Kazunari Otaki (seal)

Reference Number: ア 134788
*(Underlined items have been struck off from the registry)

Exhibit B

履歴事項全部証明書

東京都千代田区内幸町一丁目２番１号
株式会社海外通信・放送・郵便事業支援機構

会社法人等番号	０１００－０１－１７１９７０
商　号	株式会社海外通信・放送・郵便事業支援機構
本　店	東京都千代田区内幸町一丁目２番１号
公告をする方法	官報に掲載する。
会社成立の年月日	平成２７年１１月２５日
目　的	我が国の事業者に蓄積された知識、技術及び経験を活用して海外において通信・放送・郵便事業（株式会社海外通信・放送・郵便事業支援機構法第２条第１項に規定する事業をいう。以下同じ。）を行う者等に対し、次に掲げる業務を実施することにより、我が国及び海外における通信・放送・郵便事業に共通する需要の拡大を通じ、当該需要に応ずる我が国の事業者の収益性の向上等を図り、もって我が国経済の持続的な成長に寄与することを目的とする。 （１）対象事業者（株式会社海外通信・放送・郵便事業支援機構法第２５条第１項の規定により支援の対象となった事業者（民法（明治２９年法律第８９号）第６６７条第１項に規定する組合契約によって成立する組合、商法（明治３２年法律第４８号）第５３５条に規定する匿名組合契約によって成立する匿名組合、投資事業有限責任組合契約に関する法律（平成１０年法律第９０号）第２条第２項に規定する投資事業有限責任組合若しくは有限責任事業組合契約に関する法律（平成１７年法律第４０号）第２条に規定する有限責任事業組合又は外国の法令に基づいて設立された団体であってこれらの組合に類似するものを含む。以下同じ。）をいう。以下同じ。）に対する出資 （２）対象事業者に対する基金（一般社団法人及び一般財団法人に関する法律（平成１８年法律第４８号）第１３１条に規定する基金をいう。）の拠出 （３）対象事業者に対する資金の貸付け （４）対象事業者が発行する有価証券（金融商品取引法（昭和２３年法律第２５号）第２条第１項各号に掲げる有価証券及び同条第２項の規定により有価証券とみなされる権利をいう。以下この号及び第１２号において同じ。）及び対象事業者が保有する有価証券の取得 （５）対象事業者に対する金銭債権及び対象事業者が保有する金銭債権の取得 （６）対象事業者の発行する社債及び資金の借入れに係る債務の保証 （７）対象事業者のためにする有価証券（金融商品取引法第２条第２項の規定により有価証券とみなされる同項第５号又は第６号に掲げる権利に限る。）の募集又は私募 （８）対象事業（株式会社海外通信・放送・郵便事業支援機構法第２条第２項に規定する事業をいう。以下同じ。）を行い、又は行おうとする事業者に対する技術者その他の専門家の派遣 （９）対象事業を行い、又は行おうとする事業者に対する助言

	（１０）対象事業を行い、又は行おうとする事業者に対する知的財産権（知的財産基本法（平成１４年法律第１２２号）第２条第２項に規定する知的財産権及び外国におけるこれに相当するものをいう。次号において同じ。）の移転、設定若しくは許諾又は営業秘密（不正競争防止法（平成５年法律第４７号）第２条第６項に規定する営業秘密及び外国におけるこれに相当するものをいう。次号において同じ。）の開示 （１１）前号に掲げる業務のために必要な知的財産権の取得をし、若しくは移転、設定若しくは許諾を受け、又は営業秘密の開示を受けること。 （１２）保有する株式、新株予約権、持分又は有価証券の譲渡その他の処分 （１３）債権の管理及び譲渡その他の処分 （１４）前各号に掲げる業務に関連して必要な交渉及び調査 （１５）対象事業を推進するために必要な調査及び情報の提供 （１６）前各号に掲げる業務に附帯する業務 （１７）前各号に掲げるもののほか、機構の目的を達成するために必要な業務	
発行可能株式総数	１０００万株	
	１００１万株	平成２８年　７月１４日変更 平成２８年　７月２７日登記
発行済株式の総数並びに種類及び数	発行済株式の総数 ７万４８８０株	
	発行済株式の総数 ８万２８８０株 各種の株式の数 普通株式　８万２８８０株	平成２８年　７月２２日変更 平成２８年　７月２７日登記
	発行済株式の総数 ８万９１４０株 各種の株式の数 普通株式　８万２８８０株 Ａ種優先株式　６２６０株	平成２８年　７月２２日変更 平成２８年　７月２７日登記
	発行済株式の総数 １２万４１４０株 各種の株式の数 普通株式　１１万７８８０株 Ａ種優先株式　６２６０株	平成２９年　２月　３日変更 平成２９年　２月１３日登記
	発行済株式の総数 １４万８１４０株 各種の株式の数 普通株式　１４万１８８０株 Ａ種優先株式　６２６０株	平成２９年　３月３１日変更 平成２９年　４月　６日登記

	発行済株式の総数 １７万９１４０株 各種の株式の数 普通株式　１７万２８８０株 Ａ種優先株式　　６２６０株	平成２９年　６月２３日変更 平成２９年　６月２８日登記
資本金の額	金１８億７２００万円	
	金２０億７２００万円	平成２８年　７月２２日変更 平成２８年　７月２７日登記
	金２２億２８５０万円	平成２８年　７月２２日変更 平成２８年　７月２７日登記
	金３１億３５０万円	平成２９年　２月　３日変更 平成２９年　２月１３日登記
	金３７億３５０万円	平成２９年　３月３１日変更 平成２９年　４月　６日登記
	金４４億７８５０万円	平成２９年　６月２３日変更 平成２９年　６月２８日登記
発行可能種類株式総数及び発行する各種類の株式の内容	普通株式　１０００万株 Ａ種優先株式　　１万株 当会社の発行するＡ種優先株式の内容は以下のとおりとする。 １．剰余金の配当 （１）優先配当金 当会社は、剰余金の配当をするときは、当該配当の基準日の最終の株主名簿に記載又は記録されたＡ種優先株式を有する株主（以下「Ａ種優先株主」という。）又はＡ種優先株式の登録株式質権者（以下「Ａ種優先登録株式質権者」という。）に対し、同日の最終の株主名簿に記載又は記録された普通株式を有する株主（以下「普通株主」という。）又は普通株式の登録株式質権者（以下「普通登録株式質権者」という。）に先立ち、Ａ種優先株式の１株当たり金５００円（但し、Ａ種優先株式について、株式の分割、併合その他調整が合理的に必要とされる事由が発生した場合には、合理的に調整された金額とする。）の配当金（以下「Ａ種優先配当金」という。）を配当する（以下「Ａ種優先配当」という。）。但し、既に同じ事業年度中に設けられた基準日によりＡ種優先株主又はＡ種優先登録株式質権者に対して剰余金の配当を行ったときは、その額を控除した額とする。 （２）非累積条項 ある事業年度において、Ａ種優先株主又はＡ種優先登録株式質権者に対して行う剰余金の配当の額がＡ種優先配当金の額に達しないときは、その不足額は翌事業年度以降に累積しない。 （３）参加条項	

当会社は、Ａ種優先株主及びＡ種優先登録株式質権者に対して、Ａ種優先配当の他、普通株主又は普通登録株式質権者に対して行う剰余金の配当と同額の剰余金の配当を行う。

2．普通株式を対価とする取得請求権

（1）取得請求権の内容

Ａ種優先株主は、Ａ種優先株主となった時点以降いつでも、下記（2）以下に定める条件で、当会社がＡ種優先株式の全部又は一部を取得するのと引換えに当会社の普通株式を交付することを請求することができる（以下「取得請求権」という。）。

（2）取得と引換えに交付すべき普通株式の数

Ａ種優先株式の取得と引換えに交付する当会社の普通株式の数は次のとおりとする。なお、取得と引換えに交付する普通株式の数に１株に満たない端数があるときは、これを切り捨てるものとし、金銭によって調整するものとする。

$$\text{取得と引換えに交付すべき普通株式の数} = \frac{\text{Ａ種優先株主が取得の請求をしたＡ種優先株式の払込金額の総額}}{\text{取得価額}}$$

なお、Ａ種優先株主が取得の請求をしたＡ種優先株式の払込金額の総額については、Ａ種優先株式１株当たりの払込金額を金５０，０００円として計算するものとし、Ａ種優先株式について、株式分割、併合その他調整が合理的に必要とされる事由が発生した場合においては、合理的に調整された額の総額とする。

（3）当初取得価額

取得価額は、当初、金５０，０００円とする。

（4）取得価額の調整

（ａ）普通株式につき株式の分割又は株式無償割当てをする場合、以下の算式により取得価額を調整する。なお、株式無償割当ての場合には、下記の算式における「分割前発行済普通株式数」を「無償割当て前発行済普通株式数（但し、その時点で当会社が保有する普通株式を除く。）」、「分割後発行済普通株式数」は「無償割当て後発行済普通株式数（但し、その時点で当会社が保有する普通株式を除く。）」とそれぞれ読み替える。

$$\text{調整後取得価額} = \text{調整前取得価額} \times \frac{\text{分割前発行済普通株式数}}{\text{分割後発行済普通株式数}}$$

調整後の取得価額は、株式の分割の場合には株式の分割にかかる基準日の翌日以降、また、株式無償割当ての場合は株式無償割当ての効力が生ずる日をもって（株式無償割当てにかかる基準日を定めた場合は当該基準日の翌日以降）、これを適用する。

（ｂ）普通株式につき株式の併合をする場合、株式の併合の効力が生ずる日をもって（株式の併合にかかる基準日を定めた場合は当該基準日の翌日以降）、次の算式により取得価額を調整する。

$$\text{調整後取得価額} = \text{調整前取得価額} \times \frac{\text{併合前発行済普通株式数}}{\text{併合後発行済普通株式数}}$$

（ｃ）上記の他、普通株式の発行済株式の総数（但し、当会社が保有する普通株式の数を除く。）の変更又は変更の可能性を生ずる事由の発生によって取得価額の調整を必要とする場合、当会社は、取得価額を合理的に調整するものとする。

3．普通株式を対価とする取得条項

	（１）取得条項の内容 当会社は、Ａ種優先株主が保有するＡ種優先株式の全部について取得請求権を行使したとした場合に、当該Ａ種優先株主が取得請求権を行使する直前に保有していた当会社の普通株式に取得請求権の行使によって交付を受ける当会社の普通株式を加算した普通株式の議決権の個数を、取得請求権を行使する直前の発行済普通株式（但し、当会社が保有する普通株式を除く。）に取得請求権の行使によって交付される当会社の普通株式を加算した普通株式の議決権の個数で除した比率が５％未満となるときは、その時点から３ヶ月を経過した日以降、当会社の取締役会が定める一定の日に、下記（２）に定める条件で、当会社の普通株式を交付するのと引換えに、Ａ種優先株式の全部を取得することができる。 （２）取得と引換えに交付すべき普通株式の数 Ａ種優先株式の取得と引換えに交付する当会社の普通株式の数の算定においては、第２項（２）乃至（４）を準用する。なお、その場合、第２項（２）の「Ａ種優先株主が取得の請求をしたＡ種優先株式の払込金額の総額」を「当会社が取得するＡ種優先株式の払込金額の総額」と読み替える。また、Ａ種優先株主に交付される普通株式の数に１株に満たない端数が発生した場合の処理については、会社法第２３４条に従うものとする。 ４．議決権 Ａ種優先株主は、全ての事項につき株主総会において議決権を有しない。 ５．種類株主総会 当会社が、会社法第３２２条第１項各号に掲げる行為をする場合においては、法令に別段の定めのある場合を除き、Ａ種優先株主を構成員とする種類株主総会の決議を要しない。 平成２８年　７月１４日変更　平成２８年　７月２７日登記	
株式の譲渡制限に関する規定	当会社の株式の譲渡又は取得については、株主又は取得者は取締役会の承認を受けなければならない。	
役員に関する事項	取締役　　髙　島　肇　久	
	取締役　　髙　島　肇　久	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	取締役　　福　田　良　之	
	取締役　　福　田　良　之	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	取締役　　細　井　浩　之	
	取締役　　細　井　浩　之	平成２９年　６月２１日重任 平成２９年　７月　５日登記

	取締役　　土居美津枝（栗原美津枝）	
	取締役　　土居美津枝（栗原美津枝） （社外取締役）	平成２７年１２月　７日社外取締役の登記
	取締役　　土居美津枝（栗原美津枝） （社外取締役）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	取締役　　中　村　家　久	
	取締役　　中　村　家　久 （社外取締役）	平成２７年１２月　７日社外取締役の登記
	取締役　　中　村　家　久 （社外取締役）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	取締役　　三　尾　美　枝　子	
	取締役　　三　尾　美　枝　子 （社外取締役）	平成２７年１２月　７日社外取締役の登記
	取締役　　三　尾　美　枝　子 （社外取締役）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	東京都世田谷区駒沢五丁目３番５－２０７号 代表取締役　　福　田　良　之	
	東京都世田谷区駒沢五丁目３番５－２０７号 代表取締役　　福　田　良　之	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	監査役　　梶　　川　　融	

東京都千代田区内幸町一丁目２番１号
株式会社海外通信・放送・郵便事業支援機構

	会計監査人　東陽監査法人	
	会計監査人　東陽監査法人	平成２８年　６月２４日重任 平成２８年　７月　８日登記
	会計監査人　東陽監査法人	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	役員　髙島肇久 （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　髙島肇久 （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	役員　福田良之 （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　福田良之 （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	役員　細井浩之 （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　細井浩之 （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	役員　土居美津枝（栗原美津枝） （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　土居美津枝（栗原美津枝） （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
	役員　中村家久 （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　中村家久 （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記

東京都千代田区内幸町一丁目２番１号
株式会社海外通信・放送・郵便事業支援機構

	役員　三　尾　美　枝　子 （海外通信・放送・郵便事業委員会委員）	平成２７年１２月　１日就任 平成２７年１２月　７日登記
	役員　三　尾　美　枝　子 （海外通信・放送・郵便事業委員会委員）	平成２９年　６月２１日重任 平成２９年　７月　５日登記
非業務執行取締役等の会社に対する責任の制限に関する規定	当会社は、取締役（業務執行取締役等を除く）との間で、会社法第４２３条第１項の賠償責任について法令に定める要件に該当する場合には、賠償責任を限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、法令の定める最低責任限度額とする。 当会社は、監査役との間で、会社法第４２３条第１項の賠償責任について法令に定める要件に該当する場合には、賠償責任を限定する契約を締結することができる。ただし、当該契約に基づく責任の限度額は、法令の定める最低責任限度額とする。	
解散の事由	株式会社海外通信・放送・郵便事業支援機構法第３７条の規定に基づき、同法第２３条第１項各号に掲げる業務の完了により解散する。	
取締役会設置会社に関する事項	取締役会設置会社	
監査役設置会社に関する事項	監査役設置会社	
会計監査人設置会社に関する事項	会計監査人設置会社	
登記記録に関する事項	設立	平成２７年１１月２５日登記

これは登記簿に記録されている閉鎖されていない事項の全部であることを証明した書面である。

平成２９年　７月１３日

東京法務局
登記官　　大　滝　和　成　　東京法務局登記官印

整理番号　ア１３４７８８　　＊　下線のあるものは抹消事項であることを示す。

NOTARIAL CERTIFICATE

This is to certify that Yohei Harima signed the attached document in my presence.

Dated this 3rd day of August, 2017.

Noriaki Watanabe

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo, Japan

ATTACHED TO

TOKYO LEGAL AFFAIRS BUREAU

平成２９年登簿第　1695　号

認　　証

播磨洋平は、当職の面前で、添付書面に自ら署名した。以下余白

よって、これを認証する。

平成２９年　8 月　3　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東京法務局所属

公証人

Notary

渡邉徳昭

NORIAKI WATANABE

総公証 №140221 号

証　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　8 月　3 日

東京法務局長　　秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　Aug.03.2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　Aug.03.2017

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

MINISTRY OF FOREIGN AFFAIRS · JAPAN

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 710/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "CERTIFICATE", under the Tokyo Legal Affairs Bureau, Registration No. 140866 dated 7th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR 013 TOKYO

10/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 10th August 2017

Certificate

I, IWAO SONODA , duly certify that I own the passport issued by The Minister for Foreign Affairs of Japan, as the attached.

Aug 7th, 2017

signature ____________________

JICT

Iwao Sonoda
Senior Managing Director

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services(Japan ICT Fund)
2-1 Uchisaiwaicho 1-Chome,Chiyoda-ku,Tokyo 100-0011 Japan
PHONE: +81-3-5501-0093 Mobile: +81-70-3541-3693
FAX: +81-3-3593-6770
E-mail: isonoda@jictfund.co.jp

This passport is valid for all countries and areas unless otherwise endorsed.

旅 券
PASSPORT

日 本 国 JAPAN

Type: P
Issuing country: JPN
Passport No.: TH6143149



姓/Surname: SONODA
名/Given name: IWAO
国籍/Nationality: JAPAN
生年月日/Date of birth: 08 NOV 1963
性別/Sex: M
本籍/Registered Domicile: TOKYO
発行年月日/Date of issue: 04 JUN 2008
有効期間満了日/Date of expiry: 04 JUN 2018
発行官庁/Authority: MINISTRY OF FOREIGN AFFAIRS
所持人自署/Signature of bearer

P<JPNSONODA<<IWAO<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

TH61431490JPN6311087M1806047<<<<<<<<<<<<<<00

NOTARIAL CERTIFICATE

This is to certify that Hazuki Kitajima an agent of Iwao Sonoda has stated in my presence that said Iwao Sonoda acknowledged to have signed the attached document.

Dated this 7th day of August, 2017.

Morio Kubota

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo

Tokyo Legal Affairs Bureau

平成２９年登簿第　**1685**　号

認　　　証

添付書面における作成名義人園田岩雄の代理人北島八寿起は、当職の面前において本人が作成名義人の署名を自認していると陳述した。以下余白。

よって、これを認証する。

平成２９年　８　月　７　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東京法務局所属

公証人

Notary

MORIO KUBOTA

総公証 №140866 号

証　　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　８　月　７　日

東京法務局長　　秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date Aug.07.2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date Aug.07.2017

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

ပူးတွဲ

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03) 3441-9291, Fax. (03) 3447-7394

No. 708/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "DECLARATION", under the Tokyo Legal Affairs Bureau, Registration No. 140872 dated 7th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
013
TOKYO

10/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 10th August 2017

Declaration

I, Yoshiyuki Fukuda, President & CEO of Japan ICT Fund, hereby solemnly and sincerely declare that:

1. I am well acquainted with the Japanese and English languages, and

2. the attached documents are an English translation of the audited financial statements of Japan ICT Fund for the past two business years, which I conscientiously believe to be true and correct.

Date: August 7th, 2017

Yoshiyuki Fukuda

President & CEO

Japan ICT Fund

First Business Fiscal Year

Financial Statement

From: November 25, 2015
To: March 31, 2016

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services (Japan ICT Fund)

Balance Sheet

(As of March 31, 2016)

(Unit: thousand yen)

Subject	Amount	Subject	Amount
(Assets)		(Liabilities)	
Current Assets	**3,501,694**	**Current Liabilities**	**20,941**
Cash and Deposits	3,493,506	Accounts Payable	7,832
Miscellaneous	8,187	Accrued Income Taxes, Etc.	3,592
Fixed Assets	**80,665**	Accrued Bonuses	2,668
Tangible Fixed Assets	**49,833**	Miscellaneous	6,847
Buildings	23,013	**Total Liabilities**	**20,941**
Machine/Fixtures	32,090	(Net Assets)	
Accumulated Depreciation	△5,270	**Shareholders' Equity**	3,561,418
Intangible Fixed Assets	**6,240**	Capital	1,872,000
Software	4,311	Capital Surplus	1,872,000
Miscellaneous	1,929	Capital Reserve	1,872,000
Investments and Other Assets	**24,591**	Earned Surplus	△182,581
Deposit	21,708	Other Retained Earnings	△182,581
Miscellaneous	2,882	Retained Earned Surplus	△182,581
		Total Net Assets	**3,561,418**
Total Assets	**3,582,359**	**Total Liabilities / Net Assets**	**3,582,359**

(The stated amount is rounded down to the nearest unit.)

Profit and Loss Statement

From: November 25, 2015
To: March 31, 2016

(Unit: thousand yen)

Subject	Amount	
Selling, General and Administrative Expenses		**165,122**
Operating Loss (△)		**△165,122**
Non-Operating Income		
Interest Income	**160**	**160**
Non-Operating Expenses		
Founding Cost	17,303	17,303
Ordinary Loss (△)		**△182,265**
Loss Before Income Taxes (△)		**△182,265**
Corporate Tax, Inhabitant Tax and Enterprise Tax		316
Net Loss (△)		**△182,581**

(The stated amount is rounded down to the nearest unit.)

Shareholders' Equity Variable Calculation Form

From: November 25, 2015
To: March 31, 2016

(Unit: thousand yen)

	Shareholders' Equity				Total Net Assets
	Capital Stock	Capital Surplus	Profits Surplus	Shareholders' Equity Total	
		Capital Reserve Fund	Other Profits Surplus		
			Profit Carried Forward Surplus		
Beginning Balance	–	–	–	–	–
Changes of Items during the Period					
Founded Investment	1,872,000	1,872,000		3,744,000	3,744,000
Net Loss			△182,581	△182,581	△182,581
Total Change in Current Period	1,872,000	1,872,000	△182,581	3,561,418	3,561,418
Balance at End of Current Period	1,872,000	1,872,000	△182,581	3,561,418	3,561,418

(The stated amount is rounded down to the nearest unit.)

Individual Note Table

The stated amount is rounded down to the nearest unit.

1. Notes concerning matters pertaining to important accounting policies

(1) Method of depreciation of fixed assets

(1) Tangible fixed assets (excluding lease assets)

Declining balance method (however, buildings (excluding building fixtures) are amortized via the straight-line method).

The main service lives are as follows.

Building (attached equipment)	8 to 20 years
Equipment, furniture and fixtures	3 to 15 years

(2) Intangible fixed assets (excluding lease assets)

The straight-line method is used.

The main service lives are as follows.

Trademark right	10 years
Software for in-house use	5 years

(2) Method of processing deferred assets

Establishment costs are treated as expenses in full at the time of expenditure.

(3) Accounting standard for reserves

Accrued Bonuses

To prepare for the payment of employees' bonuses, the amount accrued for the current fiscal year is included in the estimated payment amount.

(4) Other important matters that constitute the basis for preparing the financial statements

Accounting of consumption tax, etc.

Consumption tax and local consumption tax are accounted for using the tax exclusion method.

2. Notes on the balance sheet

There is nothing especially to disclose.

3. Notes concerning the income statement

There is nothing especially to disclose.

4. Notes concerning the statement of changes in shareholders' equity

Total number of issued shares at the end of the business year

Common stock	74,880 stocks

5. Notes concerning tax effect accounting

Breakdown by main cause of occurrence of deferred tax assets

Deferred tax asset	
Accrued business tax	1,010 Thousand Yen
Collective depreciable asset	882 Thousand Yen
Accrued bonuses	823 Thousand Yen
Carry forward deficit	51,921 Thousand Yen
Miscellaneous	661 Thousand Yen
Subtotal of deferred tax assets	55,300 Thousand Yen
Evaluation reserve amount	△55,300 Thousand Yen
Total deferred tax assets	− Thousand Yen

6. Notes concerning financial instruments

(1) Matters concerning the status of financial instruments

① Initiatives for financial products

Our company conducts investment activities based on the support standards stipulated in the Overseas Communications, Broadcasting and Postal Service Assistance Organization Act. Capital needed for investment activities shall be procured through issuance of capital stock and government guaranteed bonds.

As for fund investment management, we will restrict it to short-term deposits and securities (negotiable certificates of deposit) in order to secure the liquidity and safety of funds.

② Contents and risks of financial products

Financial instruments owned by our company are short-term deposits and there is no risk of fluctuation in market price, etc.

③ Risk management system related to financial instruments

Management of liquidity risk on financing

Our company manages liquidity risk by confirming information on deposits and withdrawals and preparing funds table on a regular basis.

(2) Matters concerning fair value and such of financial instruments

The amount on the balance sheet, the market value and the difference between them as of March 31, 2016 are as follows.

(Unit: thousand yen)

Category	Amount on the Balance Sheet	Fair Value	Difference
Cash and Deposits	3,493,506	3,493,506	–

(Note 1) Matters concerning the conversion method of fair value of financial instruments

Cash and Deposits

Because the settlement is made in a short period, the fair value is close to the carrying amount; hence, it is based on the book value.

(Note 2) The redemption schedule for monetary claims and securities with maturity is as follows.

Category	Within 1 year (in Thousand Yen)
Cash and Deposits	3,493,506

7. Notes concerning transactions with related parties

Officers and individual major shareholders

Attributes	Name of Company, Etc.	Percentage of Voting Rights Owned	Relationship with Related Parties	Transaction Detail	Transaction Amount (Thousand Yen)	Subject	Balance at End of Period (Thousand Yen)
Major Shareholder	Minister of Finance	Direct Holdings 50.00%	Acceptance of Investment	Acceptance of investment (Note)	1,872,000	–	–
A company in which major shareholders own a majority of voting rights	Japan Post Co., Ltd.	Direct Holdings 2.67%	Acceptance of Investment	Acceptance of investment (Note)	100,000	–	–

Transaction conditions and policies for determining transaction terms etc.

(Note) As a capital investment at the time of the establishment of our company, 50,000 yen was paid per share.

8. Notes on per-stock information

Net assets per share	47,561 Yen & 67 Sen
Net loss per share (△)	△2,438 Yen & 32 Sen

9. Notes on significant subsequent events

There is nothing especially to disclose.

<u>Independent Auditor's Audit Report</u>

May 27, 2016

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services
(Japan ICT Fund)
Attention: Board of Directors

Toyo Audit Corporation

Designated Employee / Executive Member Certified Public Accountant

Akihiro Tanaka

Designated Employee / Executive Member Certified Public Accountant

Hiroaki Izawa

Our audit corporation have audited the financial statements (i.e. the balance sheet, income statement, statement of changes in shareholders' equity, etc., and individual annotation table and supplementary schedules thereof) for the first business fiscal year from November 25, 2015 to March 31, 2016 of the Fund Corporation for the Overseas Development of Japan's ICT and Postal Services based on the provisions in Article 436, Section 2, Item 1 of the Company Law.

Management's Responsibility for Financial Statements

The responsibility of the management is to prepare and properly display the financial statements and their supporting schedules in accordance with corporate accounting standards generally accepted in Japan. This includes the development and operation of internal controls that management deems necessary in order to prepare and properly display the non-consolidated financial statements with no critical misstatement due to fraud or error.

Auditor's Responsibilities

Our audit corporation's responsibility is to express an opinion on the financial statements and the supporting schedules based on the audit conducted by our audit corporation. Our audit corporation conducted the audit in accordance with auditing standards generally accepted in Japan. Those standards require that our audit corporation plan and prepare the audit plans, and conduct the actual audit in order to obtain reasonable assurance about whether the financial statements and supplementary schedules are free of material misstatement.

In the audit, procedures are implemented to obtain audit evidence about the amounts and disclosures in the financial statements and the supplementary schedules. Audit procedures are selected and applied based on the assessment of the risk of material misstatement of the financial statements and the supplementary schedules caused by fraud or error, at the discretion of our company. Although the purpose of the audit is not to express an opinion on the effectiveness of the internal control, our audit corporation will scrutinize the internal controls related to preparation and proper labeling of the financial statements and supplementary schedules during the risk evaluation process in order to formulate appropriate audit procedures according to the situation. The audit also includes consideration of the presentation of the financial statements and the supporting schedules as a whole, as well as the accounting policies adopted by management and their application methods and estimates made by management.

Our audit corporation believes that we have obtained sufficient and appropriate audit

evidence to form the basis for our opinion.

Auditor's Opinion

In our opinion, the aforementioned financial statements and the supplementary schedules present fairly, in conformity with accounting principles generally accepted and accepted in Japan, the status of the assets and profit and loss in the period concerning said financial statements and their supplementary schedules in all material respects as appropriate.

Interests

Our company and our accounting corporation or business executives do not have mutual interests that should be stated pursuant to the provisions of the Certified Public Accountants Act.

End of communication

Audit Report

I, the auditor, audited the execution of duties of the directors during the first business fiscal year from November 25, 2015 to March 31, 2016. The audit method and its results are reported as follows.

1. Audit Method and Its Detail

I, the auditor, communicated with the directors, other employees, etc., strove to collect information and maintain the auditing environment, attended the Board of Directors meeting and other important meetings, received reports from the directors, employees, etc. on how the duties have been executed thus far, sought explanation when necessary, reviewed important written approvals, etc., and investigated the status of their business and assets. I have also audited and verified the detail of the resolution made in the Board of Directors meeting regarding the maintenance of a system that ensures the execution of duties of the directors disclosed in the business report complies with laws and articles of incorporation, and of the system stipulated in Article 100, Section 1 and 3 of the Ordinance for Enforcement of the Companies Act that is deemed as necessary to ensure the appropriateness of the business activities of other corporations, as well as audited and verified the conditions of the system (internal control system) that is maintained based on such resolution. Based on the above method, I have examined the business report and supplementary schedules for that business year.

In addition, I have monitored and verified whether the accounting auditor has been maintaining an independent position and is conducting appropriate audits, and I have received reports from the accounting auditor on the execution status of the duties, and sought explanation when necessary. Furthermore, I have also received notification from the accounting auditor that the "system for ensuring that the business duties are being conducted accordingly" (Matters listed in each item of Article 131 of the Corporate Accounting Rules) is being maintained according to the Audit Management Standard" (October 28, 2005 Business Accounting Council), etc. Based on the above method, I have examined the financial statements (balance sheet, income statement, statement of changes in shareholders' equity and individual notes) pertaining to the relevant fiscal year and supplementary schedules.

2. Audit Results

(1) Audit result of the business report and such

A. I acknowledge that the business report and its supplementary schedules correctly indicate the situation of the company in accordance with laws and regulations and the Articles of Incorporation.

(Ii) There are no unlawful acts concerning the execution of duties by directors or serious facts in violation of laws and regulations or the Articles of Incorporation.

(Iii) I acknowledge that the content of the resolution of the Board of Directors that was made regarding the internal control system is reasonable. In addition, there are no matters that need to be pointed out regarding the content of the business report on the internal control system and the execution of duties by the directors.

(2) Audit results of the financial statements and their supporting schedules

I acknowledge that the method and results of the audit of the accounting auditor Toyo Audit Corporation are appropriate.

June 3, 2016

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services (Japan ICT Fund)

Auditor Osamu Kajikawa

Second Business Fiscal Year

Financial Statement

From: April 1, 2016
To: March 31, 2017

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services (Japan ICT Fund)

Balance Sheet

(As of March 31, 2017)

(Unit: thousand yen)

Subject	Amount	Subject	Amount
(Assets)		**(Liabilities)**	
Current Assets	**6,714,591**	**Current Liabilities**	**104,381**
Cash and Deposits	5,399,116	Accounts Payable	60,046
Operating investment securities	1,200,000	Accrued Income Taxes, Etc.	24,499
Loans receivable	100,000	Accrued Bonuses	9,835
Miscellaneous	15,474	Miscellaneous	9,999
Fixed Assets	**70,887**	**Total Liabilities**	**104,381**
Tangible Fixed Assets	**38,951**	**(Net Assets)**	
Buildings	22,184	**Shareholders' Equity**	**6,681,097**
Machine/Fixtures	33,806	Capital	3,703,500
Accumulated Depreciation	△17,039	Capital Surplus	3,703,500
Intangible Fixed Assets	**6,795**	Capital Reserve	3,703,500
Software	5,048	Earned Surplus	△725,902
Miscellaneous	1,747	Other Retained Earnings	△725,902
Investments and Other Assets	**25,140**	Retained Earned Surplus	△725,902
Deposit	23,173		
Miscellaneous	1,966	**Total Net Assets**	**6,681,097**
Total Assets	**6,785,479**	**Total Liabilities / Net Assets**	**6,785,479**

(The stated amount is rounded down to the nearest unit.)

Profit and Loss Statement

From: April 1, 2016
To: March 31, 2017

(Unit: thousand yen)

Subject	Amount	
Sales Amount		**4**
Gross Margin		**4**
Selling, General and Administrative Expenses		**492,618**
Operating Loss		**492,613**
Non-Operating Income		
Interest Income	367	367
Non-Operating Expenses		
Stock Issue Cost	13,464	
Exchange Loss	35,599	**49,064**
Ordinary Loss		**541,311**
Extraordinary Loss		
Loss on disposal of fixed assets	798	798
Loss Before Income Taxes		**542,110**
Corporate Tax, Inhabitant Tax and Enterprise Tax		1,210
Net Loss		**543,320**

(The stated amount is rounded down to the nearest unit.)

Shareholders' Equity Variable Calculation Form

From: April 1, 2016
To: March 31, 2017

(Unit: thousand yen)

	Shareholders' Equity				
		Capital Surplus	Profits Surplus		
			Other Profits Surplus		
	Capital Stock	Capital Reserve Fund	Profit Carried Forward Surplus	Shareholders' Equity Total	Total Net Assets
Beginning Balance	1,872,000	1,872,000	Δ182,581	3,561,418	3,561,418
Changes of Items during the Period					
Issuance of new shares	1,831,500	1,831,500		3,663,000	3,663,000
Net Loss			Δ543,320	Δ543,320	Δ543,320
Total Change in Current Period	1,831,500	1,831,500	Δ543,320	3,119,679	3,119,679
Balance at End of Current Period	3,703,500	3,703,500	Δ725,902	6,681,097	6,681,097

(The stated amount is rounded down to the nearest unit.)

Individual Note Table

The stated amount is rounded down to the nearest unit.

1. Notes concerning matters pertaining to important accounting policies

(1) Valuation standards and methods of valuation of securities

Other securities (including operating investment securities)

Those without market price: cost method via moving average method

(2) Method of depreciation of fixed assets

(1) Tangible fixed assets (excluding lease assets)

Declining balance method is used (however, buildings and fixed assets attached to buildings and structures acquired on or after April 1, 2016 are depreciated using the straight-line method).

The main service lives are as follows.

Building (attached equipment)	8 to 20 years
Equipment, furniture and fixtures	3 to 15 years

(2) Intangible fixed assets (excluding lease assets)

The straight-line method is used.

The main service lives are as follows.

Trademark right	10 years
Software for in-house use	5 years

(3) Method of processing deferred assets

Stock issue expenses are treated as expenses in full at the time of expenditure.

(4) Accounting standard for reserves

Accrued Bonuses

To prepare for the payment of employees' bonuses, the amount accrued for the current fiscal year is included in the estimated payment amount.

(5) Other important matters that constitute the basis for preparing the financial statements

Accounting of consumption tax, etc.

Consumption tax and local consumption tax are accounted for using the tax exclusion method.

2. Notes on Changes in Accounting Policies

(Application of Practical Treatment on Changes in Depreciation Method following the 2016 Fiscal Year Tax Reform)

Due to the amendment of the Corporate Tax Law, the "Practical Treatment on Changes in Depreciation Method following the 2016 Fiscal Year Tax Reform" (PITF No. 32, Jun. 17, 2016) was applied during this fiscal year, and the depreciation method for building fixtures and structures acquired on or after April 1, 2016 was changed from the declining balance method to the straight-line method.

This has no effect on profit and loss for the current fiscal year.

(Additional Information)

(Application of Application Guidelines for Recoverability of Deferred Tax Assets)

"Application Guidelines on Recoverability of Deferred Tax Assets" (ASBJ Guidance No. 26, March 28, 2016) have been applied starting in the current fiscal year.

3. Notes on the balance sheet

There is nothing especially to disclose.

4. Notes concerning the income statement

There is nothing especially to disclose.

5. Notes concerning the statement of changes in shareholders' equity

Type and number of outstanding shares at the end of the business year

Common stock	141,880 stocks
Type A Preferred Stock	6,260 stocks

6. Notes concerning tax effect accounting

Breakdown by main cause of occurrence of deferred tax assets

Deferred tax asset	
Accrued business tax	7,187 Thousand Yen
Accrued bonuses	3,035 Thousand Yen
Collective depreciable asset	928 Thousand Yen
Carry forward deficit	208,943 Thousand Yen
Miscellaneous	1,149 Thousand Yen
Subtotal of deferred tax assets	221,243 Thousand Yen
Evaluation reserve amount	△221,243 Thousand Yen
Total deferred tax assets	− Thousand Yen

7. Notes concerning financial instruments

(1) Matters concerning the status of financial instruments

① Initiatives for financial products

Our company conducts investment activities based on the support standards stipulated in the Overseas Communications, Broadcasting and Postal Service Assistance Organization Act. Capital needed for investment activities shall be procured through issuance of capital stock and government guaranteed bonds.

As for fund investment management, we will restrict it to short-term deposits and securities (negotiable certificates of deposit) in order to secure the liquidity and safety of funds.

② Contents and risks of financial products

The loans receivable are exposed to the customer's credit risk.

Operating investment securities are primarily unlisted shares and are exposed to the credit risk of the issuer.

③ Risk management system related to financial instruments

A. Management of credit risk

Regarding loans receivable, our company regularly and periodically monitors the management status of the investee companies to ensure early detection and mitigation of collection concerns due to deteriorating financial conditions, etc.

Regarding operating investment securities, our company regularly and periodically monitors the management status of the investee companies to ensure early detection and mitigation of collection concerns due to deteriorating financial conditions, delays in the business plan, etc.

B. Management of liquidity risk on financing

Our company manages liquidity risk by confirming information on deposits and withdrawals and preparing funds table on a regular basis.

④ Supplementary explanation on matters pertaining to fair value, etc. of financial instruments

The fair value of financial instruments includes the value based on the market price, and the value reasonably calculated when the market price cannot be obtained.

(2) Matters concerning fair value and such of financial instruments

The amount on the balance sheet, the market value and the difference between them as of March 31, 2017 are as follows. Those which are deemed extremely difficult to grasp the market value are not included in the following table.

(Unit: thousand yen)

Category	Amount on the Balance Sheet	Fair Value	Difference
Cash and Deposits	5,399,116	5,399,116	—
Loans receivable	100,000	100,000	—

(Note 1) Matters concerning the conversion method of fair value of financial instruments

① Cash and deposits

Because the settlement is made in a short period, the fair value approximates the carrying amount, so it is based on the book value.

② Loans receivable

We calculate the total amount of principal and interest discounted by the assumed interest rate when similar new transactions are carried out.

(Note 2) Financial instruments recognized as extremely difficult to grasp market value

(Unit: thousand yen)

Category	Amount on the Balance Sheet
Operating investment securities	1,200,000

(Note 3) The redemption schedule for monetary claims and securities with maturity is as follows.

(Unit: thousand yen)

Category	Within 1 year	Over 1 year Within 5 years	Over 5 years Within 10 years	Over 10 years
Cash and Deposits	5,399,116	—	—	—
Loans receivable	—	—	100,000	—

8. Notes concerning transactions with related parties

Officers and individual major shareholders

Attributes	Name of Company, Etc.	Percentage of Voting Rights Owned	Relationship with Related Parties	Transaction Detail	Transaction Amount (Thousand Yen)	Subject	Contents of Transaction (Thousand Yen)
Major Shareholder	Minister of Finance	Direct Holdings 67.80%	Acceptance of Investment	Acceptance of investment (Note)	3,150,000	—	—

Transaction conditions and policies for determining transaction terms etc.

(Note) As a capital stake investment, 50,000 yen was paid per share.

9. Notes on per-stock information

Net assets per share 44,883 Yen & 68 Sen

Net loss per share (△) △6,320 Yen & 83 Sen

(Note 1) The amount of net loss per share after adjustment for potential shares is not stated because although potential shares exist, the current period is experiencing a net loss per share.

(Note 2) The basis for calculating the net loss amount per share is as follows.

Net loss per share (△) △543,320 Thousand Yen

Amount not attributable to common shareholders

- Net loss per share of common stock (△) △543,320 Thousand Yen

Average number of shares of common stock during the period 85,957 shares

10. Notes on significant subsequent events

Increase in third party allotment

On May 26, 2017, our company decided to issue new shares through a third-party allotment, as described below, by a resolution of the Board of Directors in writing pursuant to Article 370 of the Company Law.

(1) Type and number of shares issued

Common stock 31,000 stocks

(2) Amount to be paid for subscription stock

50,000 yen per share

(3) Total amount to be paid

1,550,000,000 yen

(4) Amount of capital and additional paid-in capital to be increased

Increase in capital amount 775,000,000 yen

Increase in capital reserve amount 775,000,000 yen

(5) Payment period

From June 19, 2017 to June 23, 2017

(6) Recruitment method

Shall be allotted to the following third parties via third party allotment

Minister of Finance 31,000 stocks

(7) Allotment condition

Will be subject to the application for underwriting from the above third party

(8) Reason for recruiting

To fund target business projects

Independent Auditor's Audit Report

May 26, 2017

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services
(Japan ICT Fund)

Attention: Board of Directors

Toyo Audit Corporation

Designated Employee / Executive Member Certified Public Accountant

Akihiro Tanaka

Designated Employee / Executive Member Certified Public Accountant

Hiroaki Izawa

Our audit corporation have audited the financial statements (i.e. the balance sheet, income statement, statement of changes in shareholders' equity, etc., and individual annotation table and supplementary schedules thereof) for the second business fiscal year from April 1, 2016 to March 31, 2017 of the Fund Corporation for the Overseas Development of Japan's ICT and Postal Services based on the provisions in Article 436, Section 2, Item 1 of the Company Law.

Management's Responsibility for Financial Statements

The responsibility of the management is to prepare and properly display the financial statements and their supporting schedules in accordance with corporate accounting standards generally accepted in Japan. This includes the development and operation of internal controls that management deems necessary in order to prepare and properly display the non-consolidated financial statements with no critical misstatement due to fraud or error.

Auditor's Responsibilities

Our audit corporation's responsibility is to express an opinion on the financial statements and the supporting schedules based on the audit conducted by our audit corporation. Our audit corporation conducted the audit in accordance with auditing standards generally accepted in Japan. Those standards require that our audit corporation plan and prepare the audit plans, and conduct the actual audit in order to obtain reasonable assurance about whether the financial statements and supplementary schedules are free of material misstatement.

In the audit, procedures are implemented to obtain audit evidence about the amounts and disclosures in the financial statements and the supplementary schedules. Audit procedures are selected and applied based on the assessment of the risk of material misstatement of the financial statements and the supplementary schedules caused by fraud or error, at the discretion of our company. Although the purpose of the audit is not to express an opinion on the effectiveness of the internal control, our audit corporation will scrutinize the internal controls related to preparation and proper labeling of the financial statements and supplementary schedules during the risk evaluation process in order to formulate appropriate audit procedures according to the situation. The audit also includes consideration of the presentation of the financial statements and the supporting schedules as a whole, as well as the accounting policies adopted by management and their application methods and estimates made by management.

Our audit corporation believes that we have obtained sufficient and appropriate audit evidence to form the basis for our opinion.

Auditor's Opinion

In our opinion, the aforementioned financial statements and the supplementary schedules present fairly, in conformity with accounting principles generally accepted and accepted in Japan, the status of the assets and profit and loss in the period concerning said financial statements and their supplementary schedules in all material respects as appropriate.

Interests

Our company and our accounting corporation or business executives do not have mutual interests that should be stated pursuant to the provisions of the Certified Public Accountants Act.

End of communication.

Audit Reports

I, the auditor, audited the execution of duties of the directors during the second business fiscal year from April 1, 2016 to March 31, 2017. The audit method and its results are reported as follows.

1. Audit Method and Its Detail

I, the auditor, communicated with the directors, other employees, etc., strove to collect information and maintain the auditing environment, attended the Board of Directors meeting and other important meetings, received reports from the directors, employees, etc. on how the duties have been executed thus far, sought explanation when necessary, reviewed important written approvals, etc., and investigated the status of their business and assets. I have also audited and verified the detail of the resolution made in the Board of Directors meeting regarding the maintenance of a system that ensures the execution of duties of the directors disclosed in the business report complies with laws and articles of incorporation, and of the system stipulated in Article 100, Section 1 and 3 of the Ordinance for Enforcement of the Companies Act that is deemed as necessary to ensure the appropriateness of the business activities of other corporations, as well as audited and verified the conditions of the system (internal control system) that is maintained based on such resolution. Based on the above method, I have examined the business report and supplementary schedules for that business year.

In addition, I have monitored and verified whether the accounting auditor has been maintaining an independent position and is conducting appropriate audits, and I have received reports from the accounting auditor on the execution status of the duties, and sought explanation when necessary. Furthermore, I have also received notification from the accounting auditor that the "system for ensuring that the business duties are being conducted accordingly" (Matters listed in each item of Article 131 of the Corporate Accounting Rules) is being maintained according to the Audit Management Standard" (October 28, 2005 Business Accounting Council), etc. Based on the above method, I have examined the financial statements (balance sheet, income statement, statement of changes in shareholders' equity and individual notes) pertaining to the relevant fiscal year and supplementary schedules.

2. Audit Results

(1) Audit result of the business report and such

A. I acknowledge that the business report and its supplementary schedules correctly indicate the situation of the company in accordance with laws and regulations and the Articles of Incorporation.

(Ii) There are no unlawful acts concerning the execution of duties by directors or serious facts in violation of laws and regulations or the Articles of Incorporation.

(Iii) I acknowledge that the content of the resolution of the Board of Directors that was made regarding the internal control system is reasonable. In addition, there are no matters that need to be pointed out regarding the content of the business report on the internal control system and the execution of duties by the directors.

(2) Audit results of the financial statements and their supporting schedules

I acknowledge that the method and results of the audit of the accounting auditor Toyo Audit Corporation are appropriate.

June 2, 2017

Fund Corporation for the Overseas Development of Japan's ICT and Postal Services (Japan ICT Fund)

Auditor Osamu Kajikawa

NOTARIAL CERTIFICATE

This is to certify that Hazuki Kitajima an agent of Yoshiyuki Fukuda, President & CEO of Japan ICT Fund, has stated in my presence that said Yoshiyuki Fukuda has acknowledged to have sealed the attached document.

Dated this 7th day of August, 2017.

Morio Kubota

NOTARY

3-1, Marunouchi 3-chome,

Chiyoda-ku, Tokyo

Tokyo Legal Affairs Bureau

NOTARY

3-1, MARUNOUCHI, 3-CHOME, CHIYODA-KU, TOKYO, JAPAN.

ATTACHED TO TOKYO LEGAL AFFAIRS BUREAU

平成２９年登簿第　1691　号

認　　　証

添付書面における作成名義人株式会社海外通信・放送・郵便事業支援機構代表取締役福田良之の代理人北島八寿起は、当職の面前において本人が作成名義人の記名押印を自認していると陳述した。
以下余白。

よって、これを認証する。

平成２９年　8　月　7　日、本公証人役場において

東京都千代田区丸の内三丁目３番１号

東　京　法　務　局　所　属

公　証　人

Notary

MORIO KUBOTA

総公証 №140872 号

証　　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　8　月　7　日

東　京　法　務　局　長

秋山　仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　Aug.07.2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　Aug.07.2017

T. TANAKA

Tokyo, Toshio TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

MINISTRY OF FOREIGN AFFAIRS JAPAN

ပုံစံ (၄-က)

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 716/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "DECLARATION", under the Tokyo Legal Affairs Bureau, Registration No. 150627 dated 9th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR 013 TOKYO

14/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 14th August 2017

August 9, 2017

DECLARATION

I, Yoshihiko Shimizu, President of Japan International Broadcasting Incorporated, do hereby solemnly and sincerely declare :

1. That I am well acquainted with the Japanese and English languages, and
2. That the attached document :

Certificate of Total Historical Records

is a true translation from the original Japanese text.
And I make this solemn declaration conscientiously believing the same to be true and correct.

Yoshihiko Shimizu

____

President and CEO

Japan International Broadcasting Incorporated

Japan International Broadcasting Incorporated
1-19-4 Jinnan, Shibuya-ku, Tokyo

Certificate of Total Historical Records

CORPORATE NO.	0110-01-056152	
TRADE NAME	Japan International Broadcasting Incorporated	
HEAD OFFICE	7-7 Udagawacho, Shibuya-ku, Tokyo	Relocated on July 14, 2008 Registered on July 24, 2008
	1-19-4 Jinnan, Shibuya-ku, Tokyo	Relocated on July 12, 2009 Registered on July 13, 2009
METHOD OF PUBLIC NOTICES	By way of publication in the official gazette	
DATE OF INCORPORATION	April 4, 2008	
PURPOSES	(1) To produce television broadcasting programs for foreigners as commissioned by the Japan Broadcasting Corporation; (2) To have, as commissioned by the Japan Broadcasting Corporation, an entity other than the Japan Broadcasting Corporation to whom a basic broadcasting station license has been granted or an entity who operates an overseas broadcasting station offer its station for the use for television broadcasting operations of international satellite broadcast programming for foreigners implemented by the Japan Broadcasting Corporation; (3) To conduct planning, production, procurement, distribution, broadcasting and sale of broadcasting programs, etc., for foreigners; (4) To implement research, publicity and advertisement necessary for the spread and development of broadcasting, etc., for foreigners; (5) To implement acquisition, management and sale of copyrights, etc., incidental to the foregoing business activities; and (6) Any and all business activities related to the preceding items. Changed on June 30, 2011 Registered on July 1, 2011	
TOTAL NUMBER OF SHARES AUTHORIZED FOR ISSUE	9,600 Shares	Changed on September 11, 2008 Registered on September 11, 2008
TOTAL NUMBER OF OUTSTANDING SHARES, KIND AND NUMBER OF SHARES	Total Number of Outstanding Shares 7,800 Shares	Changed on October 10, 2008 Registered on October 14, 2008
AMOUNT OF CAPITAL	390,000,000 yen	Changed on October 10, 2008 Registered on October 14, 2008
RESTRICTION ON TRANSFER OF SHARES	The acquisition of shares of the Company by transfer shall require the approval of the Board of Directors.	

MATTERS CONCERNING DIRECTORS & AUDITORS	DIRECTOR Shuichi Deguchi	Reappointed on June 25, 2013
		Registered on June 28, 2013
		Retired on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Hideki Akiyama	Reappointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Hideki Akiyama	Reappointed on June 24, 2014
		Registered on July 1, 2014
		Retired on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Toshiyuki Yamada	Reappointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Toshiyuki Yamada	Reappointed on June 24, 2014
		Registered on July 1, 2014
		Retired on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Tatsushi Shingu	Reappointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Tatsushi Shingu	Reappointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Tatsushi Shingu	Reappointed on June 23, 2015
		Registered on July 7, 2015
		Retired on June 21, 2016
		Registered on June 28, 2016

	DIRECTOR Osamu Kanemitsu	Reappointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Osamu Kanemitsu	Reappointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Osamu Kanemitsu	Reappointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Osamu Kanemitsu	Reappointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Osamu Kanemitsu	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Tetsuo Minami	Reappointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Tetsuo Minami	Reappointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Tetsuo Minami	Reappointed on June 23, 2015
		Registered on July 7, 2015
		Retired on June 21, 2016
		Registered on June 28, 2016

	DIRECTOR Yoshihiko Shimizu	Appointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Yoshihiko Shimizu	Reappointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Yoshihiko Shimizu	Reappointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Yoshihiko Shimizu	Reappointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Yoshihiko Shimizu	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Masaaki Nakamoto	Appointed on June 25, 2013
		Registered on June 28, 2013
		Retired on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Yuji Araki	Appointed on June 25, 2013
		Registered on June 28, 2013
	DIRECTOR Yuji Araki	Reappointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Yuji Araki	Reappointed on June 23, 2015
		Registered on July 7, 2015
		Resigned on April 24, 2016
		Registered on April 25, 2016
	DIRECTOR Akinori Hashimoto	Appointed on June 25, 2013
		Registered on June 28, 2013
		Retired on June 24, 2014
		Registered on July 1, 2014

	DIRECTOR Hideaki Kumai	Appointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Hideaki Kumai	Reappointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Hideaki Kumai	Reappointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Hideaki Kumai	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Yuichi Akatsu	Appointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Yuichi Akatsu	Reappointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Yuichi Akatsu	Reappointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Yuichi Akatsu	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Yoshinori Nemoto	Appointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Yoshinori Nemoto	Reappointed on June 23, 2015
		Registered on July 7, 2015
		Resigned on April 24, 2016
		Registered on April 25, 2016

	DIRECTOR Toshio Kanei	Appointed on June 24, 2014
		Registered on July 1, 2014
	DIRECTOR Toshio Kanei	Reappointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Toshio Kanei	Reappointed on June 21, 2016
		Registered on June 28, 2016
		Resigned on June 30, 2016
		Registered on July 22, 2016
	DIRECTOR Yasuhiro Kondo	Appointed on June 23, 2015
		Registered on July 7, 2015
	DIRECTOR Yasuhiro Kondo	Reappointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Yasuhiro Kondo	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Tsutomu Akabane	Appointed on June 23, 2015
		Registered on July 7, 2015
		Retired on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Toru Tateya	Appointed on June 21, 2016
		Registered on June 28, 2016
		Retired on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Takamitsu Kaku	Appointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Takamitsu Kaku	Reappointed on June 27, 2017
		Registered on July 26, 2017

	DIRECTOR Kiyoshi Yamaguchi	Appointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Kiyoshi Yamaguchi	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Hiroshi Kajiwara	Appointed on June 21, 2016
		Registered on June 28, 2016
	DIRECTOR Hiroshi Kajiwara	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Kenji Takechi	Appointed on June 21, 2016
		Registered on June 28, 2016
		Resigned on December 4, 2016
		Registered on January 12, 2017
	DIRECTOR Shuji Inaba	Appointed on July 20, 2016
		Registered on July 22, 2016
	DIRECTOR Shuji Inaba	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Naofumi Ishimoto	Appointed on February 20, 2017
		Registered on February 23, 2017
	DIRECTOR Naofumi Ishimoto	Reappointed on June 27, 2017
		Registered on July 26, 2017
	DIRECTOR Keiichi Imamura	Appointed on June 27, 2017
		Registered on July 26, 2017

	5-6-8 Nogaya, Machida, Tokyo REPRESENTATIVE DIRECTOR Yoshihiko Shimizu	Appointed on June 25, 2013 Registered on June 28, 2013
	5-6-8 Nogaya, Machida, Tokyo REPRESENTATIVE DIRECTOR Yoshihiko Shimizu	Reappointed on June 24, 2014 Registered on July 1, 2014
	5-6-8 Nogaya, Machida, Tokyo REPRESENTATIVE DIRECTOR Yoshihiko Shimizu	Reappointed on June 23, 2015 Registered on July 7, 2015
	5-6-8 Nogaya, Machida, Tokyo REPRESENTATIVE DIRECTOR Yoshihiko Shimizu	Reappointed on June 21, 2016 Registered on June 28, 2016
	5-6-8 Nogaya, Machida, Tokyo REPRESENTATIVE DIRECTOR Yoshihiko Shimizu	Reappointed on June 27, 2017 Registered on July, 2017
	AUDITOR Jun Sugioka	Appointed on June 22, 2012 Registered on July 2, 2012 Resigned on June 24, 2014 Registered on July 1, 2014
	AUDITOR Kazuteru Uno	Appointed on June 25, 2013 Registered on June 28, 2013 Resigned on June 23, 2015 Registered on July 7, 2015
	AUDITOR Tomoyuki Matsumoto	Appointed on June 24, 2014 Registered on July 1, 2014 Retired on June 21, 2016 Registered on June 28, 2016

	AUDITOR Hiroaki Furuwan	Appointed on June 23, 2015
		Registered on July 7, 2015
	AUDITOR Hiroaki Furuwan	Reappointed on June 21, 2016
		Registered on June 28, 2016
		Resigned on June 27, 2017
		Resistered on July 26, 2017
	AUDITOR Shoichi Unno	Appointed on June 21, 2016
		Registered on June 28, 2016
	AUDITOR Syuji Ota	Appointed on June 27, 2017
		Registered on July 26, 2017
PROVISION CONCERNING EXEMPTION OF DIRECTORS' LIABILITY TO THE COMPANY	The Company may, under the provision of Article 426, Paragraph 1, of the Companies Act, exempt a Director (including a former Director) from liability under Article 423, Paragraph 1, of the same Act within the limits of legislation and with the consent of Corporate Auditors and by a resolution adopted by the Board of Directors. The Company may, under the provision of Article 426, Paragraph 1, of the Companies Act, exempt a Corporate Auditor (including a former Corporate Auditor) from liability under Article 423, Paragraph 1, of the same Act within the limits of legislation by a resolution adopted by the Board of Directors.	
MATTERS CONCERNING A COMPANY WITH A BOARD OF DIRECTORS	Company with a Board of Directors	
MATTERS CONCERNING A COMPANY WITH AUDITORS	Company with Auditors	
MATTERS CONCERNING REGISTRATION RECORDS	Incorporation	Registered on April 4, 2008

This is to certify that the above represents all matters presently in force and recorded in the register.

July 31, 2017

Registrar of the Shibuya branch office of the Tokyo Legal Affairs Bureau — Akito Tsuchiya

Seal of Registrar of the Tokyo Legal Affairs Bureau

履歴事項全部証明書

東京都渋谷区神南一丁目１９番４号
株式会社日本国際放送

会社法人等番号	０１１０－０１－０５６１５２	
商　号	株式会社日本国際放送	
本　店	<u>東京都渋谷区宇田川町７番７号</u>	平成２０年　７月１４日移転 平成２０年　７月２４日登記
	東京都渋谷区神南一丁目１９番４号	平成２１年　７月１２日移転 平成２１年　７月１３日登記
公告をする方法	官報に掲載する方法により行う	
会社成立の年月日	平成２０年４月４日	
目　的	（１）日本放送協会の委託により、テレビジョン放送による外国人向け放送番組を制作すること （２）日本放送協会の委託により、基幹放送局の免許を受けた日本放送協会以外の者または外国の放送局を運用する者に対し、その放送局を日本放送協会が行うテレビジョン放送による外国人向け協会国際衛星放送の業務の用に供させること （３）外国人向けの放送番組等の企画、制作、調達、配信、放送、販売を行うこと （４）外国人向けの放送等の普及発達に必要な調査、宣伝、広告を行うこと （５）上記業務に伴う著作権等の取得、管理、販売を行うこと （６）その他、上記に関連する一切の業務を行うこと 平成２３年　６月３０日変更　平成２３年　７月　１日登記	
発行可能株式総数	９６００株	平成２０年　９月１１日変更 平成２０年　９月１１日登記
発行済株式の総数 並びに種類及び数	発行済株式の総数 ７８００株	平成２０年１０月１０日変更 平成２０年１０月１４日登記
資本金の額	金３億９０００万円	平成２０年１０月１０日変更 平成２０年１０月１４日登記
株式の譲渡制限に関する規定	当会社の株式を譲渡により取得するには、取締役会の承認を受けなければならない。	

履歴事項全部証明書

東京都渋谷区神南一丁目１９番４号
株式会社日本国際放送

項目	内容	日付
会社法人等番号	０１１０－０１－０５６１５２	
商　号	株式会社日本国際放送	
本　店	東京都渋谷区宇田川町７番７号	平成２０年　７月１４日移転 平成２０年　７月２４日登記
	東京都渋谷区神南一丁目１９番４号	平成２１年　７月１２日移転 平成２１年　７月１３日登記
公告をする方法	官報に掲載する方法により行う	
会社成立の年月日	平成２０年４月４日	
目　的	（１）日本放送協会の委託により、テレビジョン放送による外国人向け放送番組を制作すること （２）日本放送協会の委託により、基幹放送局の免許を受けた日本放送協会以外の者または外国の放送局を運用する者に対し、その放送局を日本放送協会が行うテレビジョン放送による外国人向け協会国際衛星放送の業務の用に供させること （３）外国人向けの放送番組等の企画、制作、調達、配信、放送、販売を行うこと （４）外国人向けの放送等の普及発達に必要な調査、宣伝、広告を行うこと （５）上記業務に伴う著作権等の取得、管理、販売を行うこと （６）その他、上記に関連する一切の業務を行うこと 平成２３年　６月３０日変更　平成２３年　７月　１日登記	
発行可能株式総数	９６００株	平成２０年　９月１１日変更 平成２０年　９月１１日登記
発行済株式の総数並びに種類及び数	発行済株式の総数 ７８００株	平成２０年１０月１０日変更 平成２０年１０月１４日登記
資本金の額	金３億９０００万円	平成２０年１０月１０日変更 平成２０年１０月１４日登記
株式の譲渡制限に関する規定	当会社の株式を譲渡により取得するには、取締役会の承認を受けなければならない。	

役員に関する事項	取締役　　出　口　秀　一	平成２５年　６月２５日重任 平成２５年　６月２８日登記
		平成２６年　６月２４日退任 平成２６年　７月　１日登記
	取締役　　秋　山　秀　樹	平成２５年　６月２５日重任 平成２５年　６月２８日登記
	取締役　　秋　山　秀　樹	平成２６年　６月２４日重任 平成２６年　７月　１日登記
		平成２７年　６月２３日退任 平成２７年　７月　７日登記
	取締役　　山　田　敏　行	平成２５年　６月２５日重任 平成２５年　６月２８日登記
	取締役　　山　田　敏　行	平成２６年　６月２４日重任 平成２６年　７月　１日登記
		平成２７年　６月２３日退任 平成２７年　７月　７日登記
	取締役　　新　宮　達　史	平成２５年　６月２５日重任 平成２５年　６月２８日登記
	取締役　　新　宮　達　史	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	取締役　　新　宮　達　史	平成２７年　６月２３日重任 平成２７年　７月　７日登記
		平成２８年　６月２１日退任 平成２８年　６月２８日登記

	取締役　　金　光　修	平成２５年　６月２５日重任 平成２５年　６月２８日登記
	取締役　　金　光　修	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	取締役　　金　光　修	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	取締役　　金　光　修	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	取締役　　金　光　修	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	取締役　　南　哲　夫	平成２５年　６月２５日重任 平成２５年　６月２８日登記
	取締役　　南　哲　夫	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	取締役　　南　哲　夫	平成２７年　６月２３日重任 平成２７年　７月　７日登記
		平成２８年　６月２１日退任 平成２８年　６月２８日登記

	取締役　冷　水　仁　彦	平成２５年　６月２５日就任 平成２５年　６月２８日登記
	取締役　冷　水　仁　彦	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	取締役　冷　水　仁　彦	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	取締役　冷　水　仁　彦	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	取締役　冷　水　仁　彦	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	取締役　仲　元　正　明	平成２５年　６月２５日就任 平成２５年　６月２８日登記
		平成２６年　６月２４日退任 平成２６年　７月　１日登記
	取締役　荒　木　裕　志	平成２５年　６月２５日就任 平成２５年　６月２８日登記
	取締役　荒　木　裕　志	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	取締役　荒　木　裕　志	平成２７年　６月２３日重任 平成２７年　７月　７日登記
		平成２８年　４月２４日辞任 平成２８年　４月２５日登記
	取締役　橋　本　明　徳	平成２５年　６月２５日就任 平成２５年　６月２８日登記
		平成２６年　６月２４日退任 平成２６年　７月　１日登記

	取締役　　隈　井　秀　明	平成２６年　６月２４日就任 平成２６年　７月　１日登記
	取締役　　隈　井　秀　明	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	取締役　　隈　井　秀　明	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	取締役　　隈　井　秀　明	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	取締役　　赤　津　有　一	平成２６年　６月２４日就任 平成２６年　７月　１日登記
	取締役　　赤　津　有　一	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	取締役　　赤　津　有　一	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	取締役　　赤　津　有　一	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	取締役　　根　本　佳　則	平成２６年　６月２４日就任 平成２６年　７月　１日登記
	取締役　　根　本　佳　則	平成２７年　６月２３日重任 平成２７年　７月　７日登記
		平成２８年　４月２４日辞任 平成２８年　４月２５日登記

	取締役	金　井　俊　夫	平成２６年　６月２４日就任 平成２６年　７月　１日登記
	取締役	金　井　俊　夫	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	取締役	金　井　俊　夫	平成２８年　６月２１日重任 平成２８年　６月２８日登記
			平成２８年　６月３０日辞任 平成２８年　７月２２日登記
	取締役	近　藤　保　博	平成２７年　６月２３日就任 平成２７年　７月　７日登記
	取締役	近　藤　保　博	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	取締役	近　藤　保　博	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	取締役	赤　　羽　　勉	平成２７年　６月２３日就任 平成２７年　７月　７日登記
			平成２８年　６月２１日退任 平成２８年　６月２８日登記
	取締役	舘　　谷　　徹	平成２８年　６月２１日就任 平成２８年　６月２８日登記
			平成２９年　６月２７日退任 平成２９年　７月２６日登記
	取締役	加　来　貴　光	平成２８年　６月２１日就任 平成２８年　６月２８日登記
	取締役	加　来　貴　光	平成２９年　６月２７日重任 平成２９年　７月２６日登記

	取締役　山　口　潔	平成２８年　６月２１日就任
		平成２８年　６月２８日登記
	取締役　山　口　潔	平成２９年　６月２７日重任
		平成２９年　７月２６日登記
	取締役　梶　原　浩	平成２８年　６月２１日就任
		平成２８年　６月２８日登記
	取締役　梶　原　浩	平成２９年　６月２７日重任
		平成２９年　７月２６日登記
	取締役　武　市　憲　司	平成２８年　６月２１日就任
		平成２８年　６月２８日登記
		平成２８年１２月　４日辞任
		平成２９年　１月１２日登記
	取締役　稲　葉　秀　司	平成２８年　７月２０日就任
		平成２８年　７月２２日登記
	取締役　稲　葉　秀　司	平成２９年　６月２７日重任
		平成２９年　７月２６日登記
	取締役　石　本　尚　史	平成２９年　２月２０日就任
		平成２９年　２月２３日登記
	取締役　石　本　尚　史	平成２９年　６月２７日重任
		平成２９年　７月２６日登記
	取締役　今　村　啓　一	平成２９年　６月２７日就任
		平成２９年　７月２６日登記

	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２５年　６月２５日就任 平成２５年　６月２８日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	監査役　　杉　岡　純	平成２４年　６月２２日就任 平成２４年　７月　２日登記 平成２６年　６月２４日辞任 平成２６年　７月　１日登記
	監査役　　宇　野　和　照	平成２５年　６月２５日就任 平成２５年　６月２８日登記 平成２７年　６月２３日辞任 平成２７年　７月　７日登記
	監査役　　松　本　友　之	平成２６年　６月２４日就任 平成２６年　７月　１日登記 平成２８年　６月２１日退任 平成２８年　６月２８日登記

東京都渋谷区神南一丁目１９番４号
株式会社日本国際放送

	<u>監査役</u>　<u>古　椀　裕　章</u>	平成２７年　６月２３日就任 平成２７年　７月　７日登記
	<u>監査役</u>　<u>古　椀　裕　章</u>	平成２８年　６月２１日重任 平成２８年　６月２８日登記 平成２９年　６月２７日辞任 平成２９年　７月２６日登記
	監査役　海　野　正　一	平成２８年　６月２１日就任 平成２８年　６月２８日登記
	監査役　太　田　周　二	平成２９年　６月２７日就任 平成２９年　７月２６日登記
取締役等の会社に対する責任の免除に関する規定	当会社は、会社法第４２６条第１項の規定により、監査役の同意及び取締役会の決議によって、同法第４２３条第１項の取締役（取締役であった者を含む。）の責任を、法令の限度内において免除することができる。 当会社は、会社法第４２６条第１項の規定により、取締役会決議をもって、同法第４２３条第１項の監査役（監査役であった者を含む。）の責任を、法令の限度内において免除することができる。	
取締役会設置会社に関する事項	取締役会設置会社	
監査役設置会社に関する事項	監査役設置会社	
登記記録に関する事項	設立	平成２０年　４月　４日登記

これは登記簿に記録されている閉鎖されていない事項の全部であることを証明した書面である。

平成２９年　７月３１日
東京法務局渋谷出張所
登記官　　　　土　屋　明　人

	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２５年　６月２５日就任 平成２５年　６月２８日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２６年　６月２４日重任 平成２６年　７月　１日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２７年　６月２３日重任 平成２７年　７月　７日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２８年　６月２１日重任 平成２８年　６月２８日登記
	東京都町田市能ヶ谷五丁目６番８号 代表取締役　　冷　水　仁　彦	平成２９年　６月２７日重任 平成２９年　７月２６日登記
	監査役　　杉　岡　純	平成２４年　６月２２日就任 平成２４年　７月　２日登記 平成２６年　６月２４日辞任 平成２６年　７月　１日登記
	監査役　　宇　野　和　照	平成２５年　６月２５日就任 平成２５年　６月２８日登記 平成２７年　６月２３日辞任 平成２７年　７月　７日登記
	監査役　　松　本　友　之	平成２６年　６月２４日就任 平成２６年　７月　１日登記 平成２８年　６月２１日退任 平成２８年　６月２８日登記

平成２９年登簿第　719　号

認　証

嘱託人株式会社日本国際放送代表取締役冷水仁彦の代理人田村知子は、本公証人の面前で本人が別添証書に署名したことを自認する旨陳述した。

よって、これを認証する。

平成２９年　８　月　９　日、本公証人役場において

東京都渋谷区神南１丁目２１番１号

東京法務局所属

公証人　下川徳純

Notary

Noriyoshi SHIMOKAWA

総公証 №150627 号

証　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　８　月　９　日

東京法務局長　秋山仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　August 9, 2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　August 9, 2017

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 713/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "DECLARATION", under the Tokyo Legal Affairs Bureau, Registration No. 150608 dated 4th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR 013 TOKYO

14/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 14th August 2017

DECLARATION

I, Naoya Kato,

i.e., 加藤　直也

5-15-11 Shimomeguro, Meguro-ku, Tokyo

Do hereby solemnly and sincerely declare:

That the attached document is a true photocopy of my passport.

And I make this solemn declaration conscientiously believing the same to be true and correct.

Dated this 4 day of August, 2017

____

SHIBUYA NOTARY OFFICE
TELEPHONE : +81-3-3464-1717
FACSIMILE : +81-3-3464-2799
E-MAIL : shibuya@koshonin.gr.jp
NIHON-SEIMEI SHIBUYA BLDG.,
1-21-1 JINNAN, SHIBUYA-KU,
TOKYO 150-0041, JAPAN

Registered No. 719

NOTARIAL CERTIFICATE

This is to certify that

Tomoko Tamura

an agent of

Yoshihiko Shimizu

has stated in my very presence that the latter acknowledged himself

to have affixed his signature to the attached document.

Dated this 9 day of August , 2017

Noriyoshi Shimokawa

NORIYOSHI SHIMOKAWA

NOTARY

SHIBUYA NOTARY OFFICE

TOKYO LEGAL AFFAIRS BUREAU
NOTARY
1-21-1, JINNAN, SHIBUYA-KU
TOKYO, JAPAN

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

日本国 JAPAN

旅券 PASSPORT



Type: P

Issuing country: JPN

Passport No.: TR7673639

姓/Surname: KATO

名/Given name: NAOYA

国籍/Nationality: JAPAN

生年月日/Date of birth: 30 APR 1959

性別/Sex: M

本籍/Registered Domicile: KANAGAWA

発行年月日/Date of issue: 24 FEB 2017

有効期間満了日/Date of expiry: 24 FEB 2027

発行官庁/Authority: MINISTRY OF FOREIGN AFFAIRS

所持人自署/Signature of bearer

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P<JPNKATO<<NAOYA<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
TR76736397JPN5904309M2702249<<<<<<<<<<<<<<00
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SHIBUYA NOTARY OFFICE

TELEPHONE : +81-3-3464-1717
FACSIMILE : +81-3-3464-2799
E-MAIL : shibuya@koshonin.gr.jp

NIHON-SEIMEI SHIBUYA BLDG.
1-21-1 JINNAN, SHIBUYA-KU
TOKYO 150-0041, JAPAN

Registered No. 687

NOTARIAL CERTIFICATE

This is to certify that

Naoya Kato

has affixed his signature in my very presence

to the attached document.

Dated this 4 day of August , 2017

Noriyoshi Shimokawa

NORIYOSHI SHIMOKAWA

NOTARY
SHIBUYA NOTARY OFFICE

Tokyo Legal Affairs Bureau
NOTARY
1-21-1 JINNAN, SHIBUYA-KU
TOKYO, JAPAN

平成２９年登簿第　　687　　号

認　　証

嘱託人加藤直也は、本公証人の面前で添付書面に署名した。

よって、これを認証する。

平成２９年　８　月　４　日、本公証人役場において

東京都渋谷区神南１丁目２１番１号

東京法務局所属

公証人 下川徳純

Notary

Noriyoshi SHIMOKAWA

総公証 № 150608 号

証　　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　８　月　４　日

東京法務局長　秋山仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　August 4, 2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　August 4, 2017

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

MINISTRY OF FOREIGN AFFAIRS · JAPAN

ပူးတွဲ (၄-ဂ)

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR
4-8-26, Kita-Shinagawa, Shinagawa-Ku, Tokyo, 140-0001
Tel. (03)3441-9291, Fax. (03)3447-7394

No. 715/ 45 15

This is to certify that the signature of Toshie TANAKA, official of the Ministry of Foreign Affairs, affixed to accompanying "DECLARATION", under the Tokyo Legal Affairs Bureau, Registration No. 150628 dated 9th August 2017 is genuine.

The Embassy assumes no responsibility for contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR 013 TOKYO

14/8/17

For Ambassador
(Han Su Mon, First Secretary)

Dated: 14th August 2017

August 9, 2017

DECLARATION

I, Yoshihiko Shimizu, President of Japan International Broadcasting Incorporated, do hereby solemnly and sincerely declare :

1. That I am well acquainted with the Japanese and English languages, and

2. That the attached documents :

   Financial Statements fiscal 2015
   Financial Statements fiscal 2016

are a true translation from the original Japanese texts.
And I make this solemn declaration conscientiously believing the same to be true and correct.

Yoshihiko Shimizu

President and CEO

Japan International Broadcasting Incorporated

Financial Statements

(The eighth fiscal year)

From April 1, 2015
To March 31, 2016

Japan International Broadcasting Inc.

1-19-4 Jinnan,Shibuya-ku,Tokyo,Japan

Balance Sheet

\s of March 31, 2016

Jnit: thousand yen)

Assets		Liabilities	
Title of account	Amount	Title of account	Amount
[Current assets]	[2,945,729]	[Current liabilities]	[1,563,586]
Cash and deposits	591,176	Accounts payable-trade	343,267
Notes receivable	1,011	Accounts payable-other	771,983
Accounts receivable-trade	1,857,155	Accrued expense	166,587
Supplies	1,388	Income taxes payable	107,028
Work in progress	55,460	Consumption taxes payable	88,316
Prepaid expenses	408,815	Advances received	23,805
Deferred tax assets	28,718	Reserve for bonus	59,360
Other current assets	2,820	Other current liabilities	3,238
Allowance for doubtful accounts	△ 816		
[Non-current assets]	[164,230]	[Non-current liabilities]	[25,814]
(Tangible fixed assets)	(58,367)	Reserve for retirement allowance	25,814
Building improvement	33,679		
Structures	3,848		
Machinery and equipment	1,996		
Furniture and fixtures	83,397	Total liabilities	1,589,401
Accumulated depreciation	△ 64,553	Net assets	
(Intangible fixed assets)	(5,093)	[Shareholders' equity]	[1,520,558]
Software	4,194	Capital stock	390,000
Other intangible fixed assets	898	(Retained earnings)	(1,130,558)
(Investment and other assets)	(100,769)	Other retained earnings	1,130,558
Guarantee deposits	62,528	Retained earnings carried forwar	1,130,558
Insurance reserve fund	14,195		
Deferred tax assets	22,511		
Long-term prepaid expenses	1,534		
Claims provable in bankruptcy, claims provable in rehabilitation and other	1,058		
Allowance for doubtful accounts	△ 1,058	Total net assets	1,520,558
Total Assets	3,109,960	Total liabilities and net assets	3,109,960

Statements of Income

From April 1, 2015

To March 31, 2016

(Unit: thousand yen)

Title of account		Amount	
【 Sales 】			7,957,357
【 Cost of sales 】			6,992,869
	Gross profit		964,488
【 Selling, general and administrative expenses 】			463,378
	Operating income		501,109
【 Non-operating income 】			
Interest income		110	
Exchange gain		34,086	
Grants		12,073	
Refund of consumption taxes		215	
Miscellaneous income		542	47,028
【 Non-operating expenses 】			
Miscellaneous loss		190	190
	Ordinary income		547,946
【 Extra-ordinary loss 】			
Loss from sale of fixed assets		73	73
	Net income before income taxes		547,872
	Income taxes-current	178,286	
	Income taxes-deferred	△ 17,183	161,102
	Net income		386,770

7. Notes to transactions with related parties

Parent company

(Unit: thousand yen)

Attribute	Name of company	Percentage of holding (held) voting rights	Relation-ship with related parties	Details of transactions (Note 1)	Amount of transactions (Note 2)	Title of account	Balance at the end of period
Parent company	Japan Broadcasting Corporation	Directly held: 51.3%	Entrust-ment and outsource of services	Production of programs	6,104,642	Accounts receivable -trade	1,230,308
				Copyright fees	921,589	Accounts payable-trade	685,486

Terms and conditions of transactions and policy for determining them

(Note 1) In light of market prices, they are determined upon price negotiation.

(Note 2) The amount of transactions does not include consumption taxes. The balance at the end of period includes consumption taxes.

8. Notes to per-share information

(1) Net assets per share: 194,943.40 yen

(2) Net income per share: 49,585.97 yen

9. Notes to significant subsequent events

Not applicable

10. Other notes

Not applicable

Statements of Changes in Shareholders' Equity

From April 1, 2015

To March 31, 2016

(Unit: thousand yen)

	Shareholders' equity					
	Capital stock	Retained earnings		Total shareholders' equity	Total net assets
		Other retained earnings	Total retained earnings		
		Retained earnings carried forward			
Balance at the beginning of period	390,000	743,787	743,787	1,133,787	1,133,787
Changes during the period					
Net income		386,770	386,770	386,770	386,770
Total changes during the period	-	386,770	386,770	386,770	386,770
Balance at the end of the period	390,000	1,130,558	1,130,558	1,520,558	1,520,558



Notes to Non-consolidated Financial Statements

From April 1, 2015
To March 31, 2016

1. Notes to matters related to significant accounting policies

(1) Evaluation criteria and methods for inventories

Supplies: FIFO at cost

Production in progress: Specific identification method at cost

Amounts stated in the balance sheet are computed by using the method reducing book value according to a fall in profitability.

(2) Depreciation methods for fixed assets

(i) Tangible fixed assets (excluding leased assets): Declining balance method

Useful lives of major tangible fixed assets are as follows:

Buildings and accompanying facilities:	10-18 years
Structures:	10 years
Machinery and equipment:	6-8years
Furniture and fixtures:	4-10 years

(ii) Intangible fixed assets (excluding leased assets): Straight-line method

Internally used software is amortized based on the internally usable period (5 years)

(3) Criteria for provision for allowance and reserves

(i) Allowance for doubtful accounts

To prepare for losses from bad debts, the provision for doubtful accounts is made at an amount based on the actual percentage of bad debts for ordinary credits and at an amount estimated to be uncollectable after examining the collectability individually for specific credits such as doubtful credits.

(ii) Reserve for employee bonus

To prepare for payment of bonus to employees, the provision for employee bonus is made at an amount payable for the current period out of an amount expected to be paid in the following period.

(iii) Reserve for retirement allowances

To prepare for payment of retirement allowances to employees, the provision for retirement allowances is made at an amount required to be paid at the end of period as a result of voluntary retirement.

(4) Accounting treatment of consumption taxes

Consumption taxes are accounted using the net-of-tax method.

2. Notes to the balance sheet

(1) Monetary claims and obligations to affiliates

Monetary claims:	1,230,308,000 yen
Monetary obligations:	685,486,000 yen

(2) Overdraft facility

The company has the overdraft facility agreement with one of its own banks to efficiently raise working capital. The following shows unused credit balance related to the overdraft facility agreement for the current fiscal year.

Total amount of line of overdraft facility:	300,000,000 yen
Used credit balance:	0 yen
Net amount:	300,000,000 yen

3. Notes to the statement of income

Transactions with affiliates

Sales:	6,104,642,000 yen
Purchases:	921,589,000 yen

4. Notes to the statement of changes in net assets

(1) Types and number of shares issued at the end of the current fiscal year

Issued shares: 7,800 common shares

(2) Dividend

Not applicable

5. Notes to tax effect accounting

(1) Breakdown of deferred tax assets and liabilities by their major cause

Deferred tax assets	
Accrued enterprise tax:	7,317,000 yen
Reserve for employee bonus:	20,916,000 yen
Depreciation in excess of financial statement amount:	5,246,000 yen
Reserve for retirement allowance:	7,916,000 yen
Deferred assets:	9,022,000 yen
Other:	2,681,000 yen
Sub-total of deferred tax assets:	53,099,000 yen
Valuation reserve:	-1,869,000 yen
Total deferred tax assets:	51,230,000 yen
Deferred tax liabilities:	0 yen
Net deferred tax assets:	51,230,000 yen

(2) Adjustments to amounts of deferred tax assets and liabilities arising from a change in tax rate of income taxes

The "Act for Partial Revisions of the Income Tax Act" (Act No. 15 of 2016) and the "Act for Partial Revisions of the Local Taxation Act" (Act No. 13 of 2016) passed the Diet on March 29, 2016. Consequently, it was decided to cut the tax rate of income taxes from the fiscal year starting on or after April 1, 2016. In relation to this, the effective statutory tax rate used for calculating deferred tax assets and liabilities is reduced from 32.34% to 30.86% for temporal differences expected to be resolved in the fiscal years starting on April 1, 2016 and 2017 and 30.62% for temporal differences expected to be resolved in or after the fiscal year starting on April 1, 2018. This change has an insignificant effect.

6. Notes to financial instruments

(1) Financial instruments

The company restricts methods for fund management to short-term deposits and others, and finances necessary working capital itself. We raise funds from financial institutions including banks as necessary. Customers' credit risk related to notes and accounts receivable-trade is reduced according to the rules on credit management. Most of accounts payable-trade and - other are due within 1 year.

(2) Market value of financial instruments

The following shows amounts stated in the balance sheet and market value of financial instruments and differences between them as of March 31, 2016 (closing date of the current period):

(Unit: thousand yen)

Division	Amount stated in the balance sheet	Market value	Differences
(1) Cash and deposits	591,176	591,176	—
(2) Notes receivable	1,011	1,011	—
(3) Accounts receivable—trade (*1)	1,856,338	1,856,338	—
(4) Accounts payable—trade (*2)	(343,267)	(343,267)	—
(5) Accounts payable—other (*2)	(771,983)	(771,983)	—

(*1) Allowance for doubtful accounts corresponding to accounts receivable-trade is deducted.

(*2) Those recorded in liabilities are presented in parenthesis.

(Note) Methods for calculating market value of financial instruments

(1) Cash and deposits, (2) notes receivable, and (3) accounts receivable-trade

Their market value is based on their book value because they are settled for a short period and then the market value is almost equal to the book value.

(4) Accounts payable-trade and (5) accounts payable-other

Their market value is based on their book value because they are settled for a short period and then the market value is almost equal to the book value.

Audit Report

We corporate auditors have audited execution of duties by directors for the eighth fiscal year from April 1, 2015, to March 31, 2016. The methods and results of the audit are reported as follows:

1. Methods and details of the audit

We corporate auditors strove to collect information and establish audit environment by communicating with directors and employees. In addition, we attended meetings of Board of Director and other significant conferences to hear reporting from directors and employees on their execution of duties and require them to make explanation as necessary, inspected significant approved documents, and surveyed operations and properties in the headquarters. Based on the above methods, business reports and their supplementary schedules were examined for the relevant fiscal year.

Additionally, we surveyed accounting books or materials related to them and examined financial statements (balance sheet, statement of income, statement of changes in net assets, and notes to non-consolidated financial statements) and their supplementary schedules for the relevant fiscal year.

2. Results of the audit

(1) Results of audit of business reports

(i) We think that the business reports and their supplementary schedules accurately present status of the company according to the laws and regulations and the articles of incorporation.

(ii) We think that there are no frauds on exercise of duties by directors or significant facts violating the laws and regulations or the articles of incorporations.

(iii) We think details of resolutions by the Board of Directors on establishment of the system necessary are reasonable for ensuring appropriateness of services of the company.

(2) Results of audit of financial statements and their supplementary schedules

We think that financial statements and their supplementary schedules appropriately present properties and profits and losses of the company in respect of all significant points.

May 26, 2016

Japan International Broadcasting Incorporated

Corporate auditor Tomoyuki Matsumoto (seal)

Corporate auditor Hiroaki Furuwan (seal)

計　算　書　類

（第 8 期）

自　平成 27 年　4 月　1 日

至　平成 28 年　3 月 31 日

株式会社　日本国際放送

東京都渋谷区神南１－１９－４
日本生命渋谷アネックスビル

貸借対照表

平成28年 3月31日 現在

(単位：千円)

資産の部		負債の部	
科目	金額	科目	金額
【流動資産】	【 2,945,729 】	【流動負債】	【 1,563,586 】
現金及び預金	591,176	買掛金	343,267
受取手形	1,011	未払金	771,983
売掛金	1,857,155	未払費用	166,587
貯蔵品	1,388	未払法人税等	107,028
制作仕掛品	55,460	未払消費税等	88,316
前払費用	408,815	前受金	23,805
繰延税金資産	28,718	賞与引当金	59,360
その他の流動資産	2,820	その他の流動負債	3,238
貸倒引当金	△ 816		
【固定資産】	【 164,230 】	【固定負債】	【 25,814 】
(有形固定資産)	(58,367)	退職給付引当金	25,814
建物附属設備	33,679		
構築物	3,848		
機械設備	1,996		
器具備品	83,397	負債合計	1,589,401
減価償却累計額	△ 64,553	純資産の部	
(無形固定資産)	(5,093)	【株主資本】	【 1,520,558 】
ソフトウェア	4,194	資本金	390,000
その他無形固定資産	898	(利益剰余金)	(1,130,558)
(投資その他の資産)	(100,769)	その他利益剰余金	1,130,558
差入保証金	62,528	繰越利益剰余金	1,130,558
保険積立金	14,195		
繰延税金資産	22,511		
長期前払費用	1,534		
破産更生債権	1,058		
貸倒引当金	△ 1,058	純資産合計	1,520,558
資産合計	3,109,960	負債・純資産合計	3,109,960

損益計算書

自 平成27年 4月 1日

至 平成28年 3月31日

（単位：千円）

科目		金額	
【売上高】			7,957,357
【売上原価】			6,992,869
	売上総利益		964,488
【販売費及び一般管理費】			463,378
	営業利益		501,109
【営業外収益】			
受取利息		110	
為替差益		34,086	
助成金収入		12,073	
還付消費税等		215	
雑収入		542	47,028
【営業外費用】			
雑損失		190	190
	経常利益		547,946
【特別損失】			
固定資産除却損		73	73
	税引前当期純利益		547,872
	法人税、住民税及び事業税	178,286	
	法人税等調整額	△ 17,183	161,102
	当期純利益		386,770

株主資本等変動計算書

自 平成27年 4月 1日
至 平成28年 3月31日

（単位：千円）

	株主資本				純資産合計
	資本金	利益剰余金		株主資本合計	
		その他利益剰余金	利益剰余金合計		
		繰越利益剰余金			
当期首残高	390,000	743,787	743,787	1,133,787	1,133,787
当期変動額					
当期純利益		386,770	386,770	386,770	386,770
当期変動額合計	−	386,770	386,770	386,770	386,770
当期末残高	390,000	1,130,558	1,130,558	1,520,558	1,520,558

個　別　注　記　表

自　平成２７年　4月　1日
至　平成２８年　3月３１日

1．重要な会計方針に係る事項に関する注記

（1）たな卸資産の評価基準及び評価方法

貯　蔵　品　・・・・　先入先出法による原価法
制作仕掛品　・・・・　個別法による原価法
なお、貸借対照表価額は収益性の低下に基づく簿価切下げの方法により算定しております。

（2）固定資産の減価償却の方法

①有形固定資産（リース資産を除く）・・・・　定率法
なお、主な耐用年数は以下のとおりです。

建物附属設備	・・・・	１０～１８年
構　築　物	・・・・	１０年
機械設備	・・・・	６～８年
器具備品	・・・・	４～１０年

②無形固定資産（リース資産を除く）・・・・　定額法
なお、自社利用のソフトウェアについては、社内における利用可能期間（５年）に基づいております。

（3）引当金の計上基準

①貸倒引当金
債権の貸倒れによる損失に備えるため、一般債権については、貸倒実績率による計算額を、貸倒懸念債権等特定の債権については、個別に回収可能性を検討し、回収不能見込額を計上しております。

②賞与引当金
従業員の賞与支給に備えて、翌期の支給見込額のうち当期負担額を計上しております。

③退職給付引当金
従業員の退職給付に備えて、自己都合退職による期末要支給額を計上しております。

（4）消費税等の会計処理方法

消費税等の会計処理は、税抜方式によっております。

2．貸借対照表に関する注記

（1）関係会社に対する金銭債権債務

金銭債権	1,230,308 千円
金銭債務	685,486 千円

（2）当座貸越

当社は、運転資金の効率的な調達を行うため、取引銀行1行と当座貸越契約を締結しております。当事業年度における当座貸越契約に係る借入金未実行残高等は次の通りであります。

当座貸越限度総額	300,000 千円
借入実行残高	－千円
差引額	300,000 千円

3．損益計算書に関する注記

関係会社との取引高

売上高	6,104,642 千円
仕入高	921,589 千円

4．株主資本等変動計算書に関する注記

（1）当事業年度末における発行済株式の種類及び株式数

発行済株式	普通株式	7,800 株

（2）配当に関する事項

該当事項はありません。

5．税効果会計に関する注記

（1）繰延税金資産及び繰延税金負債の発生の主な原因別内訳

繰延税金資産	
未払事業税	7,317 千円
賞与引当金	20,916 千円
減価償却超過額	5,246 千円
退職給付引当金	7,916 千円
繰延資産	9,022 千円
その他	2,681 千円
繰延税金資産小計	53,099 千円
評価性引当金	△ 1,869 千円
繰延税金資産合計	51,230 千円
繰延税金負債	- 千円
繰延税金資産の純額	51,230 千円

（2）法人税等の税率の変更による繰延税金資産及び繰延税金負債の金額の修正

「所得税法等の一部を改正する法律」（平成28年法律第15号）及び「地方税法等の一部を改正する等の法律」（平成28年法律第13号）が平成28年3月29日に国会で成立し、平成28年4月1日以後に開始する事業年度から法人税率等の引下げ等が行われることとなりました。これに伴い、繰延税金資産及び繰延税金負債の計算に使用する法定実効税率は、従来の32.34%から平成28年4月1日に開始する事業年度及び平成29年4月1日に開始する事業年度に解消が見込まれる一時差異については30.86%に、平成30年4月1日に開始する事業年度以降に解消が見込まれる一時差異については、30.62%となります。

なお、この変更による影響は軽微であります。

6．金融商品に関する注記

（1）金融商品の状況に関する事項

当社は、資金運用については短期的な預金等に限定し、必要な運転資金を主として自己資金で賄っており、必要に応じて銀行等金融機関からの借入により資金を調達しております。

受取手形及び売掛金に係る顧客の信用リスクは、与信管理規定に沿ってリスクの低減を図っております。また、買掛金及び未払金は、そのほとんどが1年以内の支払期日であります。

（2）金融商品の時価等に関する事項

平成28年3月31日（当期の決算日）における貸借対照表計上額、時価及びこれらの差額については、次のとおりであります。

（単位：千円）

区　分	貸借対照表計上額	時　価	差　額
(1)現金及び預金	591,176	591,176	－
(2)受取手形	1,011	1,011	－
(3)売掛金（＊1）	1,856,338	1,856,338	－
(4)買掛金（＊2）	(343,267)	(343,267)	－
(5)未払金（＊2）	(771,983)	(771,983)	－

（＊1）売掛金に対応する貸倒引当金を控除しております。

（＊2）負債に計上されているものについては、（　）で示しております。

（注）　金融商品の時価の算定方法

(1) 現金及び預金、(2) 受取手形、並びに (3) 売掛金
これらは短期間で決済されるため、時価は帳簿価額にほぼ等しいことから、当該帳簿価額によっております。

(4) 買掛金、及び (5) 未払金
これらは短期間で決済されるため、時価は帳簿価額にほぼ等しいことから、当該帳簿価額によっております。

７．関連当事者との取引に関する注記

親会社

（単位：千円）

属性	会社等の名称	議決権の所有(被所有)割合	関連当事者との関係内容	取引の内容（注１）	取引金額（注２）	科目	期末残高
親会社	日本放送協会	(被所有)直接51.3%	各種業務の受託・委託	番組の制作等	6,104,642	売掛金	1,230,308
				著作権の使用料等	921,589	未払金	685,486

取引条件及び取引条件の決定方針等

（注１）　市場価格等を勘案し、価格交渉の上で決定しております。

（注２）　取引金額には消費税等を含めておりません。期末残高には消費税等を含めております。

８．１株当たり情報に関する注記

（１）１株当たりの純資産額　194,943円40銭

（２）１株当たりの当期純利益　49,585円97銭

９．重要な後発事象に関する注記

該当事項はありません。

１０．その他の注記

該当事項はありません。

監査報告書

私たち監査役は、平成27年4月1日から平成28年3月31日までの第8期事業年度の取締役の職務の執行を監査いたしました。その方法及び結果につき以下のとおり報告いたします。

1. 監査の方法及びその内容

私たち監査役は、取締役及び使用人等と意思疎通を図り、情報の収集及び監査の環境の整備に努めるとともに、取締役会その他重要な会議に出席し、取締役及び使用人等からその職務の執行状況について報告を受け、必要に応じて説明を求め、重要な決裁書類等を閲覧し、本社において業務及び財産の状況を調査いたしました。以上の方法に基づき、当該事業年度に係る事業報告及びその附属明細書について検討いたしました。

さらに、会計帳簿又はこれに関する資料の調査を行い、当該事業年度に係る計算書類（貸借対照表、損益計算書、株主資本等変動計算書及び個別注記表）及びその附属明細書について検討いたしました。

2. 監査の結果

（1） 事業報告等の監査結果

① 事業報告及びその附属明細書は、法令及び定款に従い、会社の状況を正しく示しているものと認めます。

② 取締役の職務の執行に関する不正の行為又は法令もしくは定款に違反する重大な事実は認められません。

③ 当社の業務の適正を確保するために必要な体制の整備等についての取締役会の決議の内容は相当です。

（2）計算書類及びその附属明細書の監査結果

計算書類及びその附属明細書は、会社の財産及び損益の状況をすべての重要な点において適正に表示しているものと認めます。

平成28年5月26日

株式会社　日本国際放送

監査役　松本友之

監査役　古槐裕章

(The eighth fiscal year)
(The eighth fiscal year)

Financial Statements

(The nineth fiscal year)

From April 1, 2016
To March 31, 2017

Japan International Broadcasting Inc.

1-19-4 Jinnan,Shibuya-ku,Tokyo,Japan

Balance Sheet

As of March 31, 2017

(Unit: thousand yen)

Assets		Liabilities	
Title of account	Amount	Title of account	Amount
【 Current assets 】	【 2,789,879 】	【 Current liabilities 】	【 1,118,085 】
Cash and deposits	957,175	Accounts payable-trade	393,917
Notes receivable	930	Accounts payable-other	397,703
Accounts receivable-trade	1,286,111	Accrued expense	125,101
Work in progress	73,002	Income taxes payable	45,563
Supplies	28	Consumption taxes payable	40,385
Advances	15,227	Advances received	52,524
Prepaid expenses	422,299	Reserve for bonus	61,059
Deferred tax assets	28,214	Other current liabilities	1,828
Other current assets	7,184		
Allowance for doubtful accounts	△ 294		
【 Non-current assets 】	【 196,505 】	【Non-current liabilities】	【 29,209 】
(Tangible fixed assets)	(81,812)	Reserve for retirement allowance	29,209
Building improvement	55,512		
Structures	3,848		
Machinery and equipment	1,996		
Furniture and fixtures	114,324	Total liabilities	1,147,294
Accumulated depreciation	△ 93,869	Net assets	
(Intangible fixed assets)	(3,212)	【 Shareholders' equity 】	【 1,839,090 】
Software	2,414	Capital stock	390,000
Other intangible fixed assets	798	(Retained earnings)	(1,449,090)
(Investment and other assets)	(111,480)	Other retained earnings	1,449,090
Guarantee deposits	61,535	Business continuity reserve	500,000
Insurance reserve fund	17,014	Retained earnings carried forwar	949,090
Deferred tax assets	20,221		
Long-term prepaid expenses	791		
Claims provable in bankruptcy, claims provable in rehabilitation and other	23,834		
Allowance for doubtful accounts	△ 11,917	Total net assets	1,839,090
Total Assets	2,986,384	Total liabilities and net assets	2,986,384

Statements of Income

From April 1, 2016

To March 31, 2017

(Unit: thousand yen)

Title of account		Amount	
【 Sales 】			7,871,097
【 Cost of sales 】			7,000,242
	Gross profit		870,854
【 Selling, general and administrative expenses 】			485,677
	Operating income		385,177
【 Non-operating income 】			
Interest income		9	
Exchange gain		51,440	
Grants		10,369	
Miscellaneous income		1,492	63,311
【 Non-operating expenses 】			
Miscellaneous loss		836	836
	Ordinary income		447,652
【 Extra-ordinary loss 】			
	Net income before income taxes		447,652
	Income taxes-current	126,325	
	Income taxes-deferred	2,794	129,120
	Net income		318,531

Statements of Changes in Shareholders' Equity

From April 1, 2016

To March 31, 2017

(Unit: thousand yen)

	Shareholders' equity					Total net assets
	Capital stock	Retained earnings			Total shareholders' equity	
		Other retained earnings		Total retained earnings		
		Business continuity reserve	Retained earnings carried forward			
Balance at the beginning of period	390,000	–	1,130,558	1,130,558	1,520,558	1,520,558
Changes during the period						
Provision for business continuity		500,000	△ 500,000	–	–	–
Net income		–	318,531	318,531	318,531	318,531
Total changes during the period	–	500,000	△ 181,468	318,531	318,531	318,531
Balance at the end of the period	390,000	500,000	949,090	1,449,090	1,839,090	1,839,090

Notes to Non-consolidated Financial Statements

From: April 1, 2016
To: March 31, 2017

1. Notes to matters related to significant accounting policies

(1) Evaluation criteria and methods for inventories

Production in progress: Specific identification method at cost

Supplies: FIFO at cost

Amounts stated in the balance sheet are computed by using the method reducing book value according to a fall in profitability.

(2) Depreciation methods for fixed assets

(i) Tangible fixed assets (excluding leased assets): Declining balance method

For buildings and accompanying facilities and structures acquired on or after April 1, 2016, the straight-line method is applied.

Useful lives of major tangible fixed assets are as follows:

Buildings and accompanying facilities:	8-18 years
Structures:	10 years
Machinery and equipment:	6-8 years
Furniture and fixtures:	2-10 years

(ii) Intangible fixed assets (excluding leased assets): Straight-line method

Internally used software is amortized based on the internally usable period (5 years)

(3) Criteria for provision for allowance and reserves

(i) Allowance for doubtful accounts

To prepare for losses from bad debts, the provision for doubtful accounts is made at an amount based on the actual percentage of bad debts for ordinary credits and at an amount estimated to be uncollectable after examining the collectability individually for specific credits such as doubtful credits.

(ii) Reserve for employee bonus

To prepare for payment of bonus to employees, the provision for employee bonus is made at an amount payable for the current period out of an amount expected to be paid in the following period.

(iii) Reserve for retirement allowances

To prepare for payment of retirement allowances to employees, the provision for retirement allowances is made at an amount required to be paid at the end of period as a result of voluntary retirement.

(4) Accounting treatment of consumption taxes

Consumption taxes are accounted using the net-of-tax method.

2. Changes in accounting policies

Application of Practical Solution on a Change in Depreciation Method due to Tax Reform 2016

Following the revisions to the Income Tax Act, the "Practical Solution on a Change in Depreciation Method due to Tax Reform 2016" (ASBJ Practical Issues Task Force No 32 of June 17, 2016) has been applied from the current fiscal year to change the depreciation method for buildings and accompanying facilities and structures acquired on or after April 1, 2016, from declining balance method to straight-line method.

This has insignificant effect on operating income, ordinary income, and net income before taxes for the current fiscal year.

3. Additional information

The "Implementation Guideline on Recoverability of Deferred Tax Assets" (ASBJ Guidance No. 26 of March 28, 2016) has been applied from the current fiscal year.

4. Notes to balance sheet

(1) Monetary claims and obligations to affiliates

Monetary claims:	795,436,000 yen
Monetary obligations:	331,631,000 yen

(2) Overdraft facility

The company has the overdraft facility agreement with one of its own banks to efficiently raise working capital. The following shows unused credit balance related with the overdraft facility agreement for the current fiscal year.

Total amount of line of overdraft facility:	300,000,000 yen
Used credit balance:	0 yen
Net amount:	300,000,000 yen

5. Notes to the statement of income

Transactions with affiliates

Sales:	6,258,660,000 yen
Purchases: 7	86,740,000 yen

6. Notes to the statement of changes in net assets

(1) Types and number of shares issued at the end of the current fiscal year

Issued shares: 7,800 common shares

(2) Dividend

Not applicable

7. Notes to tax effect accounting

Breakdown of deferred tax assets and liabilities by their major cause

Deferred tax assets

Accrued enterprise tax:	2,604,000 yen
Reserve for employee bonus:	21,511,000 yen
Depreciation in excess of financial statement amount:	2,694,000 yen
Reserve for retirement allowance:	8,943,000 yen
Deferred assets:	8,582,000 yen
Other:	6,215,000 yen
Sub-total of deferred tax assets:	50,551,000 yen
Valuation reserve:	-2,116,000 yen
Total deferred tax assets:	48,435,000 yen
Deferred tax liabilities:	0 yen
Net deferred tax assets:	48,435,000 yen

8. Notes to financial instruments

(1) Financial instruments

The company restricts methods for fund management to short-term deposits and others, and finances necessary working capital itself. We raise funds from financial institutions including banks as necessary. Customers' credit risk related with notes and accounts receivable-trade is reduced according to the rules on credit management. Most of accounts payable-trade and -other are due within 1 year.

(2) Market value of financial instruments

The following shows amounts stated in the balance sheet and market value of financial instruments and differences between them as of March 31, 2017 (closing date of the current period):

(Unit: thousand yen)

Division	Amount stated in the balance sheet	Market value	Differences
(1) Cash and deposits	957,175	957,175	—
(2) Notes receivable	930	930	—
(3) Accounts receivable—trade (*1)	1,285,816	1,285,816	—
(4) Accounts payable—trade (*2)	(393,917)	(393,917)	—
(5) Accounts payable—other (*2)	(397,703)	(397,703)	—

(*1) Allowance for doubtful accounts corresponding to accounts receivable-trade is deducted.

(*2) Those recorded in liabilities are presented in parenthesis.

(Note) Methods for calculating market value of financial instruments

(1) Cash and deposits, (2) notes receivable, and (3) accounts receivable-trade

Their market value is based on their book value because they are settled for a short period and then the market value is almost equal to the book value.

(4) Accounts payable-trade and (5) accounts payable-other

Their market value is based on their book value because they are settled for a short period and then the market value is almost equal to the book value.

9. Notes to transactions with related parties

Parent company

(Unit: thousand yen)

Attribute	Name of company	Percentage of holding (held) voting rights	Relation-ship with related parties	Details of transactions (Note 1)	Amount of transactions (Note 2)	Title of account	Balance at the end of period
Parent company	Japan Broadcasting Corporation	Directly held: 51.3%	Entrust-ment and outsource of services	Production of programs	6,258,660	Accounts receivable -trade	795,430
				Copyright fees	786,740	Accounts payable -trade	330,250

Terms and conditions of transactions and policy for determining them

(Note 1) In light of market prices, they are determined upon price negotiation.

(Note 2) The amount of transactions does not include consumption taxes. The balance at the end of period includes consumption taxes.

10. Notes to per-share information

(1) Net assets per share: 235,780.80 yen

(2) Net income per share: 40,837.41 yen

11. Notes to significant subsequent events

Not applicable

12. Other notes

Not applicable

Audit Report

We corporate auditors have audited execution of duties by directors for the ninth fiscal year from April 1, 2016, to March 31, 2017, of Japan International Broadcasting Inc. The methods and results of the audit are reported as follows:

1. Methods and details of the audit

Each of corporate auditors strove to collect information and establish audit environment by communicating with directors and employees. In addition, we attended meetings of Board of Director and other significant conferences to hear reporting from directors and employees on their execution of duties and require them to make explanation as necessary, inspected significant approved documents, and surveyed operations and properties in the headquarters. Based on the above methods, business reports and their supplementary schedules were examined for the relevant fiscal year.

Additionally, we surveyed accounting books and materials related with them and received reporting on audit from Ernst & Young ShinNihon LLC and required the accounting firm to make explanation as necessary to examine financial statements (balance sheet, statement of income, statement of changes in net assets, and notes to non-consolidated financial statements) and their supplementary schedules for the relevant fiscal year.

2. Results of the audit

(1) Results of audit of business reports

(i) We think that the business reports and their supplementary schedules accurately present status of the company according to the laws and regulations and the articles of incorporation.

(ii) We think that there are no frauds on exercise of duties by directors or significant facts violating the laws and regulations or the articles of incorporations.

(iii) We think details of resolutions by the Board of Directors on the internal control system are reasonable. We also think that there are no matters to be noted on the statements presented on business report concerning the relevant internal control system or the execution of duties by directors.

(2) Results of audit of financial statements and their supplementary schedules

We think that financial statements and their supplementary schedules appropriately present properties and profits and losses of the company in respect of all significant points.

May 31, 2017

Japan International Broadcasting Incorporated

Corporate Auditor Hiroaki Furuwan (seal)

Corporate Auditor Shoichi Unno (seal)

計　算　書　類

（第 9 期）

自　平成 28 年　4月　1 日

至　平成 29 年　3 月 31 日

株式会社　日本国際放送

東京都渋谷区神南１－１９－４
日本生命渋谷アネックスビル

貸借対照表

平成29年 3月31日 現在

（単位：千円）

資産の部		負債の部	
科目	金額	科目	金額
【流動資産】	【 2,789,879 】	【流動負債】	【 1,118,085 】
現金及び預金	957,175	買掛金	393,917
受取手形	930	未払金	397,703
売掛金	1,286,111	未払費用	125,101
制作仕掛品	73,002	未払法人税等	45,563
貯蔵品	28	未払消費税等	40,385
前渡金	15,227	前受金	52,524
前払費用	422,299	賞与引当金	61,059
繰延税金資産	28,214	その他の流動負債	1,828
その他の流動資産	7,184		
貸倒引当金	△ 294		
【固定資産】	【 196,505 】	【固定負債】	【 29,209 】
（有形固定資産）	（ 81,812 ）	退職給付引当金	29,209
建物附属設備	55,512		
構築物	3,848		
機械設備	1,996		
器具備品	114,324	負債合計	1,147,294
減価償却累計額	△ 93,869	純資産の部	
（無形固定資産）	（ 3,212 ）	【株主資本】	【 1,839,090 】
ソフトウェア	2,414	資本金	390,000
その他無形固定資産	798	（利益剰余金）	（ 1,449,090 ）
（投資その他の資産）	（ 111,480 ）	その他利益剰余金	1,449,090
差入保証金	61,535	事業維持積立金	500,000
保険積立金	17,014	繰越利益剰余金	949,090
繰延税金資産	20,221		
長期前払費用	791		
破産更生債権	23,834		
貸倒引当金	△ 11,917	純資産合計	1,839,090
資産合計	2,986,384	負債・純資産合計	2,986,384

損益計算書

自 平成28年 4月 1日

至 平成29年 3月31日

（単位：千円）

科目		金額	
【売上高】			7,871,097
【売上原価】			7,000,242
	売上総利益		870,854
【販売費及び一般管理費】			485,677
	営業利益		385,177
【営業外収益】			
受取利息		9	
為替差益		51,440	
助成金収入		10,369	
雑収入		1,492	63,311
【営業外費用】			
雑損失		836	836
	経常利益		447,652
	税引前当期純利益		447,652
	法人税、住民税及び事業税	126,325	
	法人税等調整額	2,794	129,120
	当期純利益		318,531

株主資本等変動計算書

自 平成28年 4月 1日
至 平成29年 3月31日

（単位：千円）

	株主資本					純資産合計
	資本金	利益剰余金			株主資本合計	
		その他利益剰余金		利益剰余金合計		
		事業維持積立金	繰越利益剰余金			
当期首残高	390,000	－	1,130,558	1,130,558	1,520,558	1,520,558
当期変動額						
事業維持積立金の積立		500,000	△ 500,000	－	－	－
当期純利益		－	318,531	318,531	318,531	318,531
当期変動額合計	－	500,000	△ 181,468	318,531	318,531	318,531
当期末残高	390,000	500,000	949,090	1,449,090	1,839,090	1,839,090

個　別　注　記　表

自　平成２８年　４月　１日
至　平成２９年　３月３１日

1．重要な会計方針に係る事項に関する注記

（1）たな卸資産の評価基準及び評価方法

制作仕掛品	・・・・	個別法による原価法
貯　蔵　品	・・・・	先入先出法による原価法

なお、貸借対照表価額は収益性の低下に基づく簿価切下げの方法により算定しております。

（2）固定資産の減価償却の方法

①有形固定資産（リース資産を除く）・・・・　定率法
ただし、平成 28 年 4 月 1 日以後に取得した建物附属設備及び構築物については定額法によっております。
なお、主な耐用年数は以下のとおりです。

建物附属設備	・・・・	８～１８年
構　築　物	・・・・	１０年
機　械　設　備	・・・・	６～８年
器　具　備　品	・・・・	２～１０年

②無形固定資産（リース資産を除く）・・・・　定額法
なお、自社利用のソフトウェアについては、社内における利用可能期間（５年）に基づいております。

（3）引当金の計上基準

①貸倒引当金
債権の貸倒れによる損失に備えるため、一般債権については、貸倒実績率による計算額を、貸倒懸念債権等特定の債権については、個別に回収可能性を検討し、回収不能見込額を計上しております。

②賞与引当金
従業員の賞与支給に備えて、翌期の支給見込額のうち当期負担額を計上しております。

③退職給付引当金
従業員の退職給付に備えて、自己都合退職による期末要支給額を計上しております。

（4）消費税等の会計処理方法

消費税等の会計処理は、税抜方式によっております。

２．会計方針の変更

平成 28 年度税制改正に係る減価償却方法の変更に関する実務上の取扱いの適用
　法人税法の改正に伴い、「平成 28 年度税制改正に係る減価償却方法の変更に関する実務上の取扱い」（実務対応報告第 32 号　平成 28 年 6 月 17 日）を当事業年度に適用し、平成 28 年 4 月 1 日以後に取得した建物附属設備及び構築物に係る減価償却方法を定率法から定額法に変更しております。
　なお、これによる当事業年度の営業利益、経常利益、税引前当期純利益に与える影響は軽微であります。

３．追加情報

「繰延税金資産の回収可能性に関する適用指針」（企業会計基準適用指針第 26 号　平成 28 年 3 月 28 日）を当事業年度から適用しております。

４．貸借対照表に関する注記

（1）関係会社に対する金銭債権債務

金銭債権	795, 436 千円
金銭債務	331, 631 千円

（2）当座貸越

　当社は、運転資金の効率的な調達を行うため、取引銀行 1 行と当座貸越契約を締結しております。当事業年度における当座貸越契約に係る借入金未実行残高等は次の通りであります。

当座貸越限度総額	300, 000 千円
借入実行残高	－千円
差引額	300, 000 千円

５．損益計算書に関する注記

関係会社との取引高

売上高	6, 258, 660 千円
仕入高	786, 740 千円

６．株主資本等変動計算書に関する注記

（1）当事業年度末における発行済株式の種類及び株式数

発行済株式	普通株式	7, 800 株

（2）配当に関する事項

　該当事項はありません。

7．税効果会計に関する注記

繰延税金資産及び繰延税金負債の発生の主な原因別内訳

繰延税金資産	
未払事業税	2,604 千円
賞与引当金	21,511 千円
減価償却超過額	2,694 千円
退職給付引当金	8,943 千円
繰延資産	8,582 千円
その他	6,215 千円
繰延税金資産小計	50,551 千円
評価性引当金	△ 2,116 千円
繰延税金資産合計	48,435 千円
繰延税金負債	- 千円
繰延税金資産の純額	48,435 千円

8．金融商品に関する注記

（1）金融商品の状況に関する事項

当社は、資金運用については短期的な預金等に限定し、必要な運転資金を主として自己資金で賄っており、必要に応じて銀行等金融機関からの借入により資金を調達しております。
受取手形及び売掛金に係る顧客の信用リスクは、与信管理規定に沿ってリスクの低減を図っております。また、買掛金及び未払金は、そのほとんどが１年以内の支払期日であります。

（2）金融商品の時価等に関する事項

平成 29 年 3 月 31 日（当期の決算日）における貸借対照表計上額、時価及びこれらの差額については、次のとおりであります。

（単位：千円）

区　分	貸借対照表計上額	時　価	差　額
(1)現金及び預金	957,175	957,175	―
(2)受取手形	930	930	―
(3)売掛金（＊１）	1,285,816	1,285,816	―
(4)買掛金（＊２）	(393,917)	(393,917)	―
(5)未払金（＊２）	(397,703)	(397,703)	―

（＊１）売掛金に対応する貸倒引当金を控除しております。

（＊２）負債に計上されているものについては、（　）で示しております。

（注）　金融商品の時価の算定方法

(1) 現金及び預金、(2) 受取手形、並びに (3) 売掛金
これらは短期間で決済されるため、時価は帳簿価額にほぼ等しいことから、当該帳簿価額によっております。

(4) 買掛金、及び (5) 未払金
これらは短期間で決済されるため、時価は帳簿価額にほぼ等しいことから、当該帳簿価額によっております。

9．関連当事者との取引に関する注記

親会社

(単位：千円)

属性	会社等の名称	議決権の所有(被所有)割合	関連当事者との関係内容	取引の内容（注１）	取引金額（注２）	科目	期末残高
親会社	日本放送協会	(被所有)直接 51.3%	各種業務の受託・委託	番組の制作等	6,258,660	売掛金	795,430
				著作権の使用料等	786,740	未払金	330,250

取引条件及び取引条件の決定方針等

（注１）　市場価格等を勘案し、価格交渉の上で決定しております。
（注２）　取引金額には消費税等を含めておりません。期末残高には消費税等を含めております。

１０．１株当たり情報に関する注記

（１）１株当たりの純資産額　235,780円80銭

（２）１株当たりの当期純利益　40,837円41銭

１１．重要な後発事象に関する注記

該当事項はありません。

１２．その他の注記

該当事項はありません。

監査報告書

私たち監査役は、株式会社日本国際放送の平成28年4月1日から平成29年3月31日までの第9期事業年度の取締役の職務の執行を監査いたしました。その方法及び結果につき以下のとおり報告いたします。

1. 監査の方法及びその内容

各監査役は、取締役及び使用人等と意思疎通を図り、情報の収集及び監査の環境の整備に努めるとともに、取締役会その他重要な会議に出席し、取締役及び使用人等からその職務の執行状況について報告を受け、必要に応じて説明を求め、重要な決裁書類等を閲覧し、本社において業務及び財産の状況を調査いたしました。以上の方法に基づき、当該事業年度に係る事業報告及びその付属明細書について検討いたしました。

さらに、会計帳簿及びこれに関する資料の調査を行い、新日本有限責任監査法人から監査の報告を受け、必要に応じて説明を求め、当該事業年度に係る計算書類（貸借対照表、損益計算書、株主資本等変動計算書及び個別注記表）及びその付属明細書について検討いたしました。

2. 監査の結果

(1) 事業報告等の監査結果

① 事業報告及びその付属明細書は、法令及び定款に従い、会社の状況を正しく示しているものと認めます。

② 取締役の職務の執行に関する不正の行為又は法令若しくは定款に違反する重大な事実は認められません。

③ 内部統制システムに関する取締役会決議の内容は相当であると認めます。また、当該内部統制システムに関する事業報告の記載内容及び取締役の職務の執行についても、指摘すべき事項は認められません。

(2) 計算書類及びその付属明細書の監査結果

計算書類及びその付属明細書は、会社の財産及び損益の状況をすべての重要な点において適正に表示しているものと認めます。

平成29年5月31日

株式会社日本国際放送

監査役　古梶 裕章

監査役　海野 正一

SHIBUYA NOTARY OFFICE

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NIHON-SEIMEI SHIBUYA BLDG.,
1-21-1 JINNAN, SHIBUYA-KU,
TOKYO 150-0041, JAPAN

Registered No. 720

NOTARIAL CERTIFICATE

This is to certify that

Tomoko Tamura

an agent of

Toshihiko Shimizu

has stated in my very presence that the latter acknowledged himself to have affixed his signature to the attached document.

Dated this 9 day of August , 2017

Noriyoshi Shimokawa

NORIYOSHI SHIMOKAWA
NOTARY
SHIBUYA NOTARY OFFICE

TOKYO LEGAL AFFAIRS BUREAU
NOTARY
1-21-1, JINNAN, SHIBUYA-KU
TOKYO, JAPAN

平成２９年登簿第　720　号

認　証

嘱託人株式会社日本国際放送代表取締役冷水仁彦の代理人田村知子は、本公証人の面前で本人が別添証書に署名したことを自認する旨陳述した。

よって、これを認証する。

平成２９年　8　月　9　日、本公証人役場において

東京都渋谷区神南１丁目２１番１号

東京法務局所属

公証人　下川德純

Notary

Noriyoshi SHIMOKAWA

総公証 №150628 号

証　明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成２９年　８月　９日

東京法務局長　秋山仁美

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date　August 9, 2017

Hitomi AKIYAMA

Director of the Tokyo Legal Affairs Bureau

For legalization by the foreign consul in Japan, this is to certify that the Seal affixed hereto is genuine.

Date　August 9, 2017

T. TANAKA

Tokyo, Toshie TANAKA

Official

Ministry of Foreign Affairs

(Consular Service Division)

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်–၀၁၁/MIC/၂၀၁၈/၀၀၄/DVCO

ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **။ကိုယ်စားလှယ်လွှဲအပ်ခွင့်ပြုပါရန်လျှောက်ထားခြင်း။**

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ အဆိုပါလုပ်ငန်းအတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့် လျှောက်ထားဆောင်ရွက်နိုင်ရန် ကုမ္ပဏီကိုယ်စား မလွင်လွင်စွမ်း၊ အထွေထွေမန်နေဂျာ၊ မှတ်ပုံတင်အမှတ် ၆/ထဝန(နိုင်)၀၂၇၉၁၅ အား ကုမ္ပဏီမှ ကိုယ်စားလှယ်အဖြစ် လွှဲအပ်ထားပါကြောင်း ဝန်ခံကတိပြု အပ်ပါသည်။

၃။ ၎င်း၏ထိုးမြဲလက်မှတ် နမူနာမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်။

(၁) ---------------------- (၂) ---------------------- (၃) ----------------------

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူကို– ရုံးလက်ခံ

DATED 10th August 2017

BY AND BETWEEN:

SHWE THAN LWIN MEDIA CO., LTD.

MYANMAR BUSINESS CENTRAL CORPORATION CO., LTD.

JAPAN INTERNATIONAL BROADCASTING INC.

FUND CORPORATION FOR THE OVERSEAS DEVELOPMENT OF JAPAN'S ICT AND POSTAL SERVICES

COOL JAPAN FUND INC.

JOINT VENTURE AGREEMENT FOR A CONTENT PRODUCTION COMPANY

CONTENTS

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (this "**Agreement**") is dated 10th August 2017 (the "**Execution Date**").

PARTIES

(1) **SHWE THAN LWIN MEDIA CO., LTD.**, incorporated and registered in Myanmar with company number 100/2010-2011, whose registered office is at No. 262, Yarzardiyit Housing, Lower Pazundaung Road, Botahtaung Township, Yangon ("**STLM**");

(2) **MYANMAR BUSINESS CENTRAL CORPORATION CO., LTD.**, incorporated and registered in Myanmar with company number 2715/2012-2013, whose registered office is at No. 96, Yadanar Myaing Street (Insein Road west side), Yangon ("**MBC**");

(3) **JAPAN INTERNATIONAL BROADCASTING INC.**, incorporated and registered in Japan, whose registered office is at Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo 150-0041 ("**JIB**");

(4) **FUND CORPORATION FOR THE OVERSEAS DEVELOPMENT OF JAPAN'S ICT AND POSTAL SERVICES**, incorporated and registered in Japan, whose registered office is at 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011 ("**JICT**"); and

(5) **COOL JAPAN FUND INC.**, incorporated and registered in Japan, whose registered office is at 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo 106-6117 ("**CJF**").

STLM, MBC, JIB, JICT and CJF are individually referred to as a "**Party**" and collectively as the "**Parties**". STLM and MBC are collectively referred to as the "**Myanmar Parties**" and JIB, JICT and CJF are collectively referred to as the "**Japanese Parties**".

PREAMBLE

WHEREAS, STLM is engaged in the operation and management of a television channel in Myanmar pursuant to the defined below Broadcasting Concessionary Right ("**MNTV**");

WHEREAS, Nippon Hoso Kyokai (as known as Japan Broadcasting Corporation) ("**NHK**") is the Japan's sole public broadcaster established under the broadcast law of Japan;

WHEREAS, STLM has been receiving television programs of NHK and related supports from NHK through its affiliated entity, JIB since STLM and JIB signed the MOU in June, 2013 in order to reinforce MNTV's broadcasting content;

WHEREAS, CJF, JICT, STLM, MBC and JIB with an authorization of NHK have agreed to establish a new entity (the "**JVC**") and to conduct a joint venture business for the production of broadcasting content in Myanmar;

WHEREAS, JIB, on behalf of NHK, wishes to assume the role as the main service provider for the JVC by proving NHK's know-how, programs and any related supports;

WHEREAS, the Parties wish to execute this Agreement to document the establishment procedures for the JVC, the relationship of the Shareholders of the JVC, the Parties' respective rights and obligations in relation to the management and operation of the JVC, and other incidental matters.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree as follows:

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement:

"**Affiliates**" means any two or more entities, the majority of voting shares in which are held by a common parent company, and such parent company;

"**Agreement**" is defined in the premises;

"**Ancillary Agreement**" is defined in Section 17;

"**Articles**" means the articles of association of the JVC;

"**Authority**" means any (a) nation, state, county, city, town, borough, village, district or other jurisdiction, (b) national, prefectural, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers), (d) multinational organisation or body, (e) body exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or (f) official of any of the foregoing;

"**Board**" is defined in Section 5.1(h);

"**Board Meeting**" is defined in Section 9.1(e);

"**Broadcasting Concessionary Right**" means the right granted by the Government of the Union of Myanmar to STLM to conduct a broadcasting channel in Myanmar pursuant to Contract for the Cooperation of Myanmar International MITV Channel Broadcasting and Services with DTH System executed on 28 July 2010 between Myanmar Radio and Television, the Ministry of Information, the Government of the Union of Myanmar and STLM (as amended);

"**Business**" is defined in Section 2;

"**Business and Asset Transfer Agreement**" is defined in Section 17(a);

"**Business Plan**" is defined in Section 12.1;

"**Change of Control**" means with respect to any Party that there is a change in the Control of any Party, whether resulting from merger, acquisition, consolidation or otherwise;

"**CJF**" is defined in the premises;

"**Completion Date**" is a day, on which the Initial Subscription shall be made, to be separately agreed by the Parties in writing;

"**Confidential Information**" is defined in Section 23.1(a);

"**Control**" means with respect to any person, the power to direct or cause the direction of the management of such person, directly or indirectly, through the majority ownership of that person's voting securities;

"**Conditions**" is defined in Section 5.2;

"**Corruption Prevention Laws**" means the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption Laws presently in force in Japan, Myanmar (including the Anti-Corruption Law and the Penal Code), and any other jurisdiction applicable to a Party;

"**Deadlock**" is defined in Section 18.1;

"**DICA**" means the Directorate of Investment and Company Administration of the Ministry of Planning and Finance of Myanmar and other successor Authority from time to time;

"**Encumbrance**" means any mortgage, charge, pledge, assignment, claim, marital property interest, non-disposal undertaking, debenture, title retention, equity or any other encumbrances, priority, condition, lien, option, security interest, right of way, easement, right of first refusal or any other restriction of whatsoever nature or kind over or in respect of the relevant property;

"**Events of Default**" is defined in Section 19.1;

"**Execution Date**" is defined in the premises;

"**Executive Officer**" is defined in Section 9.3;

"**Fair Market Value**" means the average of the valuation, calculated in United States Dollars, of an asset, including the JVC Shares, to be performed by two of the following organisations, one to be nominated by the Japanese Parties, and one by the Myanmar Parties: Deloitte Touche Tohmatsu Ltd, PricewaterhouseCoopers, Ernst & Young, KPMG or any other organisation agreed by the Parties in writing; provided that if the either valuation differs by more than 30 (Thirty) per cent from the other valuation, the Parties shall jointly appoint a third organisation to perform a valuation and the Fair Market Value shall be the average of the two closest valuations(provided that, the calculation of Fair Market Value at the time of the exercise of any put option under this Agreement should be calculated as a total of (i) the valuation of land use right to be granted pursuant to the Land Use agreement under Section 17(b) and (ii) the valuation of the JVC's business, shall be calculated in accordance with the following conditions:

For (i), the valuation of the land use right = the market rent of the land per annum x the number of years remaining on the land use; and

For (ii), adopting the discounted cash flow method, the discount rate shall be not more than 16.35% and terminal growth rate shall be at least 7%;

"**Force Majeure**" means any event or circumstance beyond the reasonable control of the Party whose obligation is affected that renders due performance of an obligation under this Agreement illegal or impracticable including decrees or restraints of any Authority, natural disasters, strikes, wars, riots, civil commotions, fires, explosions, sabotage, perils of the sea, embargoes and any other cause similar to the kind herein enumerated which are not within the reasonable control of any Party and which, by the exercise of due care and diligence, any Party is unable to overcome;

"**Governmental Authorisation**" means any permit, license, authorisation, approval, consent or waiver, issued, granted, given or otherwise made available by or under the authority of any Authority or pursuant to any Law;

"**Important Decision Matters**" means any of the matters listed in items A and B of **Schedule 3**;

"**Important Decision Matters for Board Meeting**" means any of the matters listed in item B of Schedule 3;

"**Important Decision Matters for Shareholders' Meeting**" means any of the matters listed in item A of Schedule 3;

"**Initial Shareholders**" means STLM and the Japanese Shareholders;

"**Initial Subscription**" is defined in Section 3.3;

"**Japanese Parties**" is defined in the premises;

"**Japanese Parties' Subscription Conditions**" is defined in Section 5.2;

"**Japanese Shareholders**" means JIB and the JJV;

"**JIB**" is defined in the premises;

"**JIB Service Agreement**" is defined in Section 17(c);

"**JICT**" is defined in the premises;

"**JJV**" means a company to be established by JICT and CJF in Japan through which JICT and CJF will make their investment in the JVC pursuant to this Agreement;

"**JJV Put Option**" means an option accruing to JICT and CJF to sell their JJV Shares to STLM;

"**JJV Shares**" is defined in Section 15.1;

"**JJV Share Sale Offer**" is defined in Section 15.3;

"**JVC**" is defined in the preamble;

"**JVC Shares**" means ordinary shares in the capital of the JVC and "**JVC Share**" shall be construed accordingly;

"**Laws**" mean collectively, all treaties, laws, statutes, ordinances, orders, rules, regulations, sanctions, embargos, tariffs, judicial, executive or administrative orders, judgments, decrees, injunctions and procedural requirements imposed by any Authority;

"**Material Adverse Event**" means any event, change or occurrence that, individually or together with any other event, change or occurrence, has or foreseeably will have, a material adverse effect on the Business, financial condition, operations, trading position, prospects or reputation of the JVC;

"**MBC**" is defined in the premises;

"**Memorandum**" means the memorandum of association of the JVC;

"**MIC**" means the Myanmar Investment Commission;

"**MNTV**" is defined in the preamble;

"**MOI**" means the Ministry of Information of Myanmar;

"**Myanmar Parties**" is defined in the premises;

"**NHK**" is defined in the preamble;

"**Option Notice**" is defined in Section 20.3;

"**Party**" or "**Parties**" is defined in the premises;

"**Public Disclosure**" is defined in Section 23.4;

"**Put Option**" means an option accruing to the Japanese Shareholders to sell their JVC Shares to Myanmar Parties;

"**Related Party**" means with respect to any person, any other person who, directly or indirectly, is an Affiliate, a person having Control over the first person, a person over whom the first person has Control, or a director or Executive Officer of the first person, or, with respect to the first person or any of the foregoing, a relative, next of kin, family member or common-law spouse;

"**Sale Offer**" is defined in Section 14.3;

"**Settlement Period**" is defined in Section 18.2;

"**Shareholders**" means STLM, MBC, JIB and JJV collectively, while they remain as registered holders of the shares of the JVC, and any other person who may become the registered holder of any shares of the JVC in accordance with the provisions of this Agreement;

"**Shareholders' Meeting**" means an annual general meeting or an extraordinary meeting of the Shareholders;

"**Shareholding Ratio**" means the ratio in which the Shareholders hold the voting rights in the JVC from time to time;

"**STLM**" is defined in the premises;

"**STLM's Subscription Conditions**" is defined in Section 5.1;

"**Land Use Agreement**" is defined in Section 17(b);

"**Term**" is defined in Section 22.1;

"**Warning Cash Balance Line**" means an amount to be agreed by the Parties in writing based on the JVC's operational costs for 2 (Two) months.

1.2 In this Agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) references to a person includes a natural person, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

(c) references to any person includes that person's successors and assigns permitted under this Agreement, and a reference to a person in a particular capacity excludes that person in any other capacity or individually;

(d) a gender includes other genders;

(e) "including" (and with correlative meaning, "include") means "including without limitation";

(f) headings are inserted for convenience only and shall not affect the construction of this Agreement;

(g) references to times of the day are to local time in Myanmar unless otherwise stated;

(h) references to Kyat are to the lawful currency of Myanmar and references to USD or United States Dollars are to the lawful currency of the United States of America;

(i) words importing the singular number shall include the plural and vice versa;

(j) words importing the masculine gender shall include the feminine and neuter genders and vice versa;

(k) references to any agreement or document shall include such agreement or document as amended, varied, novated, supplemented or replaced in accordance with its terms from time to time;

(l) references to Sections, Recitals, or Schedules are to sections, recitals or schedules of this Agreement unless otherwise specified; and

(m) any reference to any Law, enactment or statutory provision is a reference to it as it may have been, or may from time to time be modified, consolidated or re-enacted.

2. BUSINESS OF THE JVC

The JVC shall be primarily engaged in the following:

(a) developing and operating a broadcasting content production business in Myanmar in order to contribute to the development and improvement of broadcasting industry through the provision of Japanese content production know-how in Myanmar; and

(b) any other businesses as mutually agreed between the Parties, from time to time;

(collectively, the "**Business**").

3. ESTABLISHMENT AND OUTLINE OF THE JVC

3.1. Establishment of the JVC.

(a) As soon as reasonably practicable after the Execution Date, the Parties shall cause the JVC to be incorporated in Myanmar in accordance with the applicable Laws and take all actions and procedures required under the Laws to complete the incorporation of the JVC and give full force and effect to this Agreement.

(b) Subject to the Conditions, the Initial Shareholders shall make their investment into the JVC as set forth in Section 4, provided that, JIB shall make such investment directly in the JVC, and JICT and CJF shall make their investment through the JJV.

(c) The JVC shall be a private limited liability company, and the liability of each Shareholder shall be limited to the value of the paid up capital of the JVC Shares held by it from time to time pursuant to this Agreement.

(d) All activities of the JVC shall be in conformity with the applicable Laws and the provisions stipulated in this Agreement, the Memorandum and Articles and all Governmental Authorisations.

(e) The Memorandum and Articles (or any other form of constitutional document required to be prepared under the Laws) shall be substantially in the form of **Schedule 1**.

(f) If there is any inconsistency between this Agreement and the Memorandum and Articles, the provisions of this Agreement shall prevail and be binding as between the Parties, and the Shareholders shall do all that is legally permissible in order to amend the Memorandum and Articles to remedy the inconsistency and shall exercise their respective voting rights in such a manner as may be necessary to ensure that the provisions contained in this Agreement prevail.

3.2. Name and address of the JVC.

(a) The name of the JVC shall be Myanmar Dream Media Limited in English, or such other name as the Parties may mutually agree, subject always to the confirmation of DICA.

(b) The registered office address of the JVC will be No 262 Yarzardiyit Housing, Lower Pazundaung Road, Botahtaung Township, Yangon, or such other address as the Parties may mutually agree, subject always to the confirmation of DICA.

3.3. Capital and shareholding structure.

The initial issued and paid-up capital including in kind capital of the JVC shall be USD 77,720,000 (United States Dollars Seventy Seven Million Seven Hundred and Twenty Thousand) which shall be contributed by the Initial Shareholders in the amount and in accordance with the ratio set out below on the Completion Date (collectively, the "Initial Subscription"):

Party	Initial Shareholding Ratio	Subscription Amount	Total Number of JVC Shares
STLM	60.11per cent	USD 46,720,000 (in kind)	4,672
JJV	38.73per cent	USD 30,100,000	3,010
JIB	1.16per cent	USD 900,000	90

4. METHOD OF INVESTMENT

Subject to the relevant Laws, Governmental Authorisations and the Conditions, the Initial Shareholders shall make the Initial Subscription on the Completion Date in accordance with the terms and conditions set out below:

(a) STLM: USD 46,720,000 (United States Dollars Forty Six Million Seven Hundred and Twenty Thousand) through its contribution in kind, as agreed with the Japanese Parties and set out in the Business and Asset Transfer Agreement for a total of 4,672 (Four Thousand Six Hundred and Seventy Two) JVC Shares comprising ordinary shares in the JVC;

(b) JJV: USD 30,100,000 (United States Dollars Thirty Million and One Hundred Thousand) in cash for a total of 3,010 (Three Thousand Ten) JVC Shares in the JVC; and

(c) JIB: USD 900,000 (United States Dollars Nine Hundred Thousand) in cash for a total of 90 (Ninety) JVC Shares in the JVC.

5. CONDITIONS PRECEDENT

5.1. Conditions relating to STLM's Subscription.

The obligation of STLM to contribute its subscription amount pursuant to Section 4 are conditional upon the satisfaction or waiver as of 14 (Fourteen) days prior to the Completion Date of the following conditions ("**STLM's Subscription Conditions**"):

(a) incorporation of the JVC by the Parties;

(b) issuance of a foreign investment permit by MIC;

(c) opening of at least 1 (One) bank account denominated each in Kyat and in United States Dollars, in the name of the JVC with reputable banks in Myanmar;

(d) incorporation of JJV by JICT and CJF;

(e) execution of a deed of accession by JJV pursuant to which the JJV agrees to be bound by all the terms and conditions of this Agreement as if JJV had been an original party to this Agreement;

(f) execution of all of the Ancillary Agreements as defined in Section 17;

(g) fulfillment of the conditions precedent with respect to the transfer of the Business Assets as stipulated in Section 4 of the Business and Asset Transfer Agreement;

(h) approval of the board of directors of the JVC ("**Board**") for the issuance and allotment of the JVC Shares in respect of the Initial Subscription to the Parties;

(i) confirmation from each of the Japanese Parties that all of its representations and warranties in Section 15 are and remain true and accurate on each of the Execution Date and the Completion Date and with the same effect as if made on each such day;

(j) no Material Adverse Event has occurred; and

(k) no Force Majeure event has occurred and is continuing.

5.2. Conditions relating to Japanese Parties' Subscription.

The obligations of the Japanese Parties to contribute their respective subscription amounts pursuant to Section 4 are conditional upon the satisfaction or waiver as of 14 (Fourteen) days prior to the Completion Date of the following conditions ("**Japanese Parties' Subscription Conditions**", and together with "**STLM's Subscription Conditions**", the "**Conditions**"):

(a) incorporation of the JVC;

(b) issuance of a foreign investment permit by MIC and confirmation by the Japanese Parties that MIC has authorized the JVC's land use pursuant to the Land Use Agreement in accordance with the Myanmar Investment Law and its relevant rules and regulation;

(c) opening of at least 1 (One) bank account denominated each in Kyat and in United States Dollars, in the name of the JVC with reputable banks in Myanmar;

(d) incorporation of JJV by JICT and CJF;

(e) execution of a deed of accession by JJV pursuant to which the JJV agrees to be bound by all the terms and conditions of this Agreement as if JJV had been an original party to this Agreement;

(f) execution of all of the Ancillary Agreements as defined in Section 17;

(g) fulfillment of the conditions precedent with respect to the transfer of the Business Assets as stipulated in the Business and Asset Transfer Agreement;

(h) the JVC has received a "no objection letter" from the MOI that it has approved the operation of the Business by the JVC;

(i) approval of the Board for the issuance and allotment of the JVC Shares in respect of the Initial Subscription to the Parties;

(j) approval of the board of directors of STLM for the subscription of the JVC Shares in respect of the Initial Subscription;

(k) all Governmental Authorisations, other than those specified in Section 5.2(h), required for the transaction contemplated in this Agreement and the Transaction Documents (as defined in the Business and Asset Transfer Agreement) and for the JVC's engagement in the Business;

(l) confirmation from STLM that all of its representations and warranties in Section 15 are and remain true and accurate on each of the Execution Date and the Completion Date and with the same effect as if made on each such day;

(m) Installation of appropriate accounting software able to create profit and loss statement, balance sheet and statement of cashflow pursuant to Japanese Parties' monthly investment monitoring quality

(n) no Material Adverse Event has occurred; and

(o) no Force Majeure event has occurred and is continuing.

5.3. Fulfillment of the Conditions.

(a) The Parties shall use their best endeavours to ensure, fulfill and procure the fulfillment of all the Conditions by 21 (Twenty One) days prior to the Completion Date.

(b) On fulfillment of its respective Conditions (or its waiver of another Party's conditions), each Party shall provide written confirmation of the same to the other Parties by 14 (Fourteen) days prior to the Completion Date.

6. COMPLETION

6.1. Subject to the terms and conditions of this Agreement and the fulfillment of the Conditions, the completion of the subscription of the relevant JVC Shares pursuant to Section 3.3 shall take place at the registered office of the JVC or any other place mutually agreed by the Parties.

6.2. On the Completion Date the following shall occur:

(a) each Party shall submit a letter confirming that its representations and warranties and other statements in this Agreement and all information disclosed by it to the other Parties are true, accurate and not misleading in all material respects and do not contain any untrue statement or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading;

(b) Subject to the relevant Laws and Governmental Authorisations and the terms and conditions of the Business and Asset Transfer Agreement, STLM shall transfer the Business Assets (as defined in the Business and Asset Transfer Agreement) to the JVC in respect of the relevant amount of the Initial Subscription;

(c) the Japanese Shareholders shall remit the requisite contribution in respect of the relevant amount of the Initial Subscription, in cash to a bank account of the JVC;

(d) each Party shall subscribe to the relevant JVC Shares, corresponding to the contribution to be made by the relevant Party in respect of the Initial Subscription, respectively, under Section 4; and

(e) subject to the transfer of the Business Assets (as defined in the Business and Asset Transfer Agreement) and the receipt of the relevant contribution by each Japanese Shareholder of the relevant amount of the Initial Subscription, the JVC shall issue and allot to each of STLM and the Japanese Shareholders the JVC Shares corresponding to its respective contribution, deliver the original share certificates in respect of those JVC Shares, and make the relevant entries in the register of members to include the relevant Parties as the holder of the relevant JVC Shares.

6.3. Post Completion.

Immediately after the Completion Date (and in any case no later than 1 (One) month after the Completion Date), STLM shall transfer 155 JVC Shares (corresponding to 1.99 (One point Nine Nine) per cent of the JVC Shares already issued and paid up at the Completion Date) to MBC pursuant to the terms and conditions to be separately agreed between STLM and MBC. STLM and MBC shall complete and cause the JVC to complete any relevant application or filing to any relevant Authority that is required for such share transfer.

6.4. Long Stop Date.

If any of the relevant Conditions have not been, or if it becomes apparent to the Japanese Parties at any time that such Conditions will not be, fulfilled by 31 March 2018, the Japanese Parties may terminate the Agreement by providing written notice to the Myanmar Parties.

7. ADDITIONAL FUNDING

7.1. Within 3 (Three) years of the Completion Date.

(a) If the construction fees for a new studio on the land used by the JVC pursuant to the Land Use Agreement cannot be covered by the contribution to be made by the Initial Shareholders pursuant to Section 4,

(i) if the JVC determines to procure additional funding to cover such shortfall through a loan from its shareholders, STLM shall provide the loan to the JVC; and

(ii) if the JVC determines to procure additional funding to cover such shortfall through a loan from any third party and such third party requires a shareholder's guarantee, STLM shall provide such guarantee for the JVC.

The loan provided for in the above items (i) and (ii) shall be in accordance with such terms and conditions as the Japanese Parties consider reasonable and satisfactory based on the cash position and business performance of the JVC.

(b) If any additional funding is required in any case other than that stated in the foregoing paragraph, the Parties shall discuss in good faith such additional funding that may be provided to the JVC, provided that no Party shall be obliged to provide any such additional funding (or guarantee) other than pursuant to this Section 7.1(b).

7.2. Following the completion of 3 (Three) years after the Completion Date.

(a) If the JVC requires any finance in addition to the Initial Subscription and any additional funding made pursuant to Section 7.1, the Parties shall discuss in good faith any

additional funding that may be provided to the JVC, provided that no Party shall be required to provide any such additional funding under this Section 7.2(a).

(b) If one or more of the Japanese Parties decides in its or their absolute discretion to provide a loan following the good faith discussion provided for in Section 7.2(a), such loan shall be provided in accordance with the terms of a loan agreement to be separately agreed with the JVC to meet its additional funding requirements, provided that any such loan agreement shall specify that:

(i) the loan agreement shall provide for the Party or Parties providing such loan to hold security over any equipment, devices or materials that are procured or built using the loan;

(ii) the JVC shall comply with any restrictive financial covenants that are prescribed in the loan agreement;

(iii) STLM shall execute a deed guaranteeing the repayment by the JVC of the whole amount of the loan provided pursuant to this Section 7.2;

(iv) the currency of the loan shall be in United States Dollars and the loan interest payment and principal repayment shall be in United States Dollars;

(v) the interest rate of the loan shall be determined based on the prevailing interest rate and, if the lender is CJF or JICT, shall be determined after taking into account the policy intentions of the Government of Japan; and

(vi) the loan shall be a condition for the disbursement of any part of the loan that (x) the Broadcasting Concessionary Right continues to be effective, (y) the JVC has procured all approvals necessary for the conduct by the JVC of the Business and the disbursement of the loan from all relevant Authorities, and (z) the JVC is not in breach of any restrictive financial covenant prescribed pursuant to Section 7.2(b).

7.3. If one or more of the Japanese Parties which provided the loan pursuant to Section 7.2(b) exercises a Put Option under Section 20.1(a), or there is a breach of the loan agreement pursuant to which such loan was provided, such Party or Parties may declare that such loan is immediately due and payable, whereupon it shall become immediately due and payable.

8. SHAREHOLDERS' MEETING

8.1. Shareholders' Meeting.

(a) A notice for any Shareholders' Meeting must be given to the Shareholders entitled to vote, 14 (Fourteen) days prior to such Shareholders' Meetings, provided that the notice period may be extended or shortened by the written consent of all Shareholders. Each notice must specify the date, place, time and business to be transacted at a Shareholders' Meeting.

(b) None of the Important Decision Matters for Shareholders' Meeting may be included in the business to be transacted at a Shareholders' Meeting in any notice given pursuant to Section 8.1(a) except with the prior written approval of each Japanese Party.

(c) A resolution by circulation signed by or on behalf of all Shareholders entitled to receive notice of, and to vote at, a Shareholders' Meeting shall be as valid and effective as if it had been passed at a Shareholders' Meeting duly convened and held. Any such resolution in writing may consist of counterparts, each signed by one or more of the Shareholders. Such a resolution shall be recoded as confirmed in the minutes of the next Board meeting.

8.2. Quorum/Voting of Shareholders' Meetings.

(a) The quorum for a Shareholders' Meeting shall be in accordance with the Laws but requires the presence of a representative of each Shareholder. Resolutions may be considered or voted on only at a Shareholders' Meeting at which a quorum is present.

(b) Voting on all matters to be considered at a Shareholders' Meeting shall be done by way of poll (each Shareholder (or its representative or proxy) shall have one vote for every JVC Share that it holds) unless otherwise agreed in writing by all of the Shareholders.

(c) Except where a greater majority is required by Law, any resolution to be passed at a Shareholders' Meeting shall be passed by a simple majority of votes cast by the Shareholders present or represented by proxy at such meeting.

(d) The Shareholders shall cooperate with each other in the management, administration and affairs of the JVC and the operation of the Business and shall at all times exercise their voting rights, or cause their respective representatives or proxies who may exercise such voting rights on their behalf to exercise their voting rights, at any Shareholders' Meeting in a manner that will give effect to and comply with the provisions of this Agreement.

(e) Each Shareholder shall exercise its rights as a Shareholder in the JVC in such manner as could reasonably be expected to prevent, and shall not exercise those rights in any manner which could reasonably be expected to result in, a breach by the JVC of any of its obligations under this Agreement or any restrictions imposed upon it under Laws and Governmental Authorisations.

8.3. Manner of Shareholders Meetings.

(a) Shareholders' Meetings may be conducted in person or by telephone conference, video conference or similar communication system by which all persons participating in the meeting are able to hear and be heard by all other persons, without the need for a Shareholder to be in the physical presence of another Shareholder, and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

(b) A meeting conducted by means of a telephone or video conference or similar communication system as aforesaid is deemed to be held at the place agreed upon by the Shareholders attending the Shareholders' Meeting provided that at least one Shareholder present at the Shareholders' Meeting was at that place for the duration of the Shareholders' Meeting. Minutes of such a meeting after confirmation and signature by the chairman of the meeting shall be sent by the JVC to all Shareholders for their information. The Shareholders participating in any such Shareholders' Meeting shall be counted in the quorum for that meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Shareholders at that meeting shall be deemed

to be as effective as a resolution passed at a meeting in person of the Shareholders duly convened and held.

9. BOARD OF DIRECTORS

9.1. Board of directors.

(a) Subject to the matters which shall be resolved at a Shareholders' Meeting according to the Laws, the overall management and control of the business and affairs of the JVC shall be vested in the Board.

(b) The Board shall consist of 9 (Nine) directors at the Completion Date, to be nominated by the Parties (provided that the Japanese Parties shall be entitled to appoint at least one director each), and approved at a Shareholders' Meeting as follows:

(i) STLM is entitled to nominate 5 (Five) directors;
(ii) MBC is entitled to nominate 1 (One) director;
(iii) JIB is entitled to nominate 1 (One) director;
(iv) JICT is entitled to nominate, through the JJV, 1 (One) director; and
(v) CJF is entitled to nominate, through the JJV, 1 (One) director.

The directors who shall be nominated by the Shareholders as of the Completion Date are as described in **Schedule 2**.

(c) Each director shall be appointed for a term of 1 (One) year.

(d) The Board shall act in accordance with the Memorandum and Articles.

(e) The Shareholders shall at all times cause their nominated directors to exercise their voting rights at any meeting of the Board ("**Board Meeting**") in a manner that will give effect to and comply with the provisions of this Agreement. Each Shareholder shall ensure that its nominated director, while serving as director of the JVC shall, in the performance of their duties, exercise good faith and the standard of diligence, skill and due care required under the Laws.

(f) The JVC will consider purchasing such insurance as the Japanese Parties require in respect of the liability of the directors appointed by the Japanese Parties, and such directors shall be insured to the maximum extent permitted under the Laws.

9.2. Nomination and removal of directors.

(a) The right of a Party under this Agreement to nominate a director includes the right to request removal or replacement of that director from office at any time, and to determine from time to time, subject to Section 9.1(c), the period during which that director shall be in office. If a director ceases to hold office for any reason, the Party who nominated (or would be entitled to nominate) that director has the right to nominate another director in his stead.

(b) Every nomination and removal of a director by a Party shall be made in writing to the other Parties.

9.3. Executive Officers.

The Board may delegate any of its duties and the daily operation of the JVC to the executive officers of the JVC ("**Executive Officer**"), including the Managing Director, to be agreed by the Myanmar Parties and the Japanese Parties and appointed by the Board from time to time.

Unless otherwise specifically approved by the Board, (i) the authority to legally represent the JVC shall be solely vested in the Managing Director; (ii) all contracts binding on the JVC shall be solely executed by the Managing Director for and on behalf of the JVC; (iii) any contract executed in contravention of this provision shall be void and have no binding legal effect on the JVC; (iv) the Managing Director shall preside as the chairman at every Board Meeting and Shareholders' Meeting; provided that, in the absence of the Managing Director at Board Meetings and Shareholders' Meetings, any other director shall preside as the chairman at such Board Meetings and Shareholders Meetings.

9.4. Remuneration.

The sum of remuneration for the directors and Executive Officers of the JVC shall be determined by the Shareholders' Meeting annually and paid by the JVC.

9.5. Board Meetings.

(a) The Board shall meet at least once every quarter in a fiscal year and at such other occasions as required by the Laws and any director may call for a Board Meeting at any time pursuant to Sections 9.5(b) and (c).

(b) All Board Meetings shall be held, in principle, at the registered office of the JVC, or may also be held at such other places inside or outside Myanmar as the Board decides.

(c) At least 2 (Two) weeks' prior notice (unless all the directors have given written approval for a meeting to be called at shorter notice) of a Board Meeting must be given to all directors entitled to receive notice, accompanied by:

(i) an agenda specifying in reasonable detail the matters to be raised at the Board Meeting, provided that none of the Important Decision Matters for Board Meeting may be included in such agenda except with the prior written approval of each Japanese Party; and

(ii) copies of all documents to be discussed at the Board Meeting.

(d) A resolution circulated among and signed by all of the Directors shall for all intents and purposes be as effective as a resolution of the Board passed at a Board Meeting duly convened and held. Such a resolution in writing shall be recorded as confirmed in the minutes of the next Board Meeting.

(e) In addition to the directors, each of the Myanmar Parties and the Japanese Parties may appoint 1 (One) observer to attend Board Meetings to provide technical advice and assistance to their directors, provided that such observer shall not be entitled to exercise any vote.

9.6. Quorum/Voting at Board Meetings.

(a) A quorum for any Board Meeting requires the presence of a majority of directors including at least 3 (Three) directors nominated by STLM and 2 (Two) directors nominated by the Japanese Parties. The approval of any resolution requires the presence of a quorum throughout the Board Meeting.

(b) Except as provided elsewhere in this Agreement, each Director may exercise 1 (One) vote at any Board Meeting. The adoption of any resolution of the Board requires the affirmative vote of a simple majority of the directors present at a Board Meeting, but any director who is directly or indirectly concerned or interested in any contract or arrangement to be entered into by or on behalf of the JVC may not exercise his voting right at the Board Meeting.

9.7. Manner of the Board Meeting.

The directors may participate in a Board Meeting by means of a telephone conference or a video conference or similar communication system by which all directors participating in the meeting are able to hear and be heard by all other participants without the need for a director to be in the physical presence of another director, and participation in the meeting in this manner shall be deemed to constitute presence in person at the meeting. Minutes of such a meeting shall be recorded and kept in accordance with the Laws. The directors participating at any such meeting shall be counted in the quorum for the meeting. All resolutions passed by the directors at that meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the directors duly convened and held and shall be recorded as confirmed in the minutes of the next Board Meeting.

10. ACCOUNTING AND FINANCIAL STATEMENTS

10.1. The JVC shall have 1 (One) auditor who shall be nominated from among accounting firms which is a Myanmar Certified Public Accountant (CPA) and affiliated with any of Deloitte Touche Tohmatsu Ltd, Pricewaterhouse Coopers, Ernst & Young, and KPMG by the agreement of the Parties, and appointed at a Shareholders' Meeting in accordance with the Laws.

10.2. The Shareholders shall procure that the JVC prepares and maintains the books of account of the JVC in accordance with the accounting practices applicable to Myanmar and in compliance with the International Financial Reporting Standards and the Laws.

10.3. The JVC will maintain its books of account in Kyats and, on a quarterly basis, these will be translated into United States Dollars in accordance with the International Financial Reporting Standards.

10.4. All accounting records, vouchers, books and statements of the JVC shall be made and kept in the English language.

10.5. The JVC shall submit to the Parties the audited balance sheets, profit and loss statements, cash flow statements, together with the audit report of the auditors and any other information requested by any Party within 3 (Three) months after the end of each fiscal year.

10.6. The fiscal year of the JVC shall be from 1st April to 31st March.

11. INFORMATION AND REPORTING

11.1. Each Party and its auditors and professional advisors may examine the books, records and accounts of the JVC. Each Party is entitled to receive all information, including monthly management accounts and operating statistics and other trading and financial information, in such form as that Party reasonably requires to keep it properly informed about the business and affairs of the JVC and generally to protect its interests as a Shareholder.

11.2. Without prejudice to the generality of Section 11.1 and subject to Section 10.5, the JVC shall provide each Party with:

(a) minutes of Shareholders' Meetings and Board Meetings within 14 (Fourteen) days of the date of the meeting;

(b) its annual budget plan and Business Plan;

(c) monthly financial statements within 20 (Twenty) days of the end of each month; and

(d) any other documents or contracts the Japanese Parties reasonably require to scrutinize the performance of this Agreement or exercise their rights as Shareholders in the JVC.

12. BUSINESS PLAN

12.1. Subject to Section 9.5(c)(ii), the Shareholders shall cause the JVC to prepare an annual business plan in writing (the "**Business Plan**") and submit it to each Shareholder no later than 90 (Ninety) days prior to the end of each fiscal year for its approval.

12.2. The Business Plan shall include the budget of the JVC and internal rules and policies relating to the dividends and financial matters of the JVC.

13. ROLES AND DUTIES OF THE PARTIES

13.1. Specific roles and duties of STLM.

(a) STLM shall take all steps required on its part to ensure that the JVC is able to conduct the Business;

(b) STLM shall perform its obligations specified in the Ancillary Agreements; and

(c) STLM shall provide any assistance for the JVC to procure a "no objection letter" by the MOI as specified in Section 5.2(h).

13.2. Specific roles and duties of all Parties.

Each Party shall use its best efforts to procure that:

(a) the JVC initiates a good faith discussion with JIB regarding any relevant transaction between those parties;

(b) the JVC shall be in compliance with any Corruption Prevention Law at all times;

(c) the JVC obtains any insurance which is required under the Law and for its Business; and

(d) the JVC maintains its balance of cash and cash equivalent assets above the Warning Cash Balance Line at the end of each month. (If the balance of cash and cash equivalent assets of the JVC is found to be less than the Warning Cash Balance Line at the end of any month, the Parties shall discuss in good faith how to improve the cash position of the JVC, including but not limited to (i) reconsidering the JVC's business model, (ii) altering the JVC's Business Plan, (iii) altering the management of the JVC, and (iv) seeking additional business partners).

14. TRANSFER OF JVC SHARES

14.1. No Shareholder may transfer or otherwise dispose of, or create any Encumbrance on, its legal or beneficial interest in its JVC Shares without the prior written consent of each of the other Parties.

14.2. Unless otherwise agreed by the Parties, any transfer or disposal in accordance with Section 14.1 above, shall not be effective until the transferee, if not a Party to this Agreement, has agreed in writing to be bound by all the terms and conditions of this Agreement, as modified from time to time, as if it had been one of the initial Shareholders.

14.3. Notwithstanding Sections 14.1 and 14.2, any of the Japanese Shareholders may sell any of its JVC Shares to a third party after the completion of 7 (Seven) years from the Completion Date, if (i) it notifies in writing the JVC and STLM that it has received an offer from a third party to acquire its JVC Shares, the terms of such offer (**"Sale Offer"**), and confirmation that it wishes to sell its JVC Shares to such third party; (ii) the JVC and STLM do not agree in writing within 30 (Thirty) days after the notice in (i) above to purchase the relevant JVC Shares on the same terms as the Sale Offer (provided that if either or both the JVC or STLM agree in writing to purchase the relevant JVC Shares on such terms, they shall be entitled to purchase the JVC Shares); and (iii) the sale of the JVC Shares to the third party shall be on at least the same terms as the Sale Offer.

15. TRANSFER OF JJV SHARES

15.1. Except where otherwise provided for in this Agreement, neither CJF nor JICT may transfer or otherwise dispose of, or create any Encumbrance on, its legal or beneficial interest in its shares in the JJV (**"JJV Shares"**) without the prior written consent of each of the other Parties.

15.2. Unless otherwise agreed by the Parties, no transfer or disposal in accordance with Section 15.1, shall be effective until the transferee, if not a Party to this Agreement, agrees in writing to be bound by all of the terms and conditions of this Agreement, as modified from time to time, as if it had been one of the initial Shareholders.

15.3. Notwithstanding Sections 15.1 and 15.2, any of CJF and JICT may sell any of the JJV Shares to a third party after the completion of 7 (Seven) years from the Completion Date, if (i) it notifies in writing the JVC and STLM that it has received an offer from a third party to acquire its JJV Shares, the terms of such offer (**"JJV Share Sale Offer"**), and confirmation that it wishes to sell its JJV Shares to such third party; (ii) the JVC and STLM do not agree in writing within 30 (Thirty) days after the notice in (i) above to purchase the relevant JJV Shares on the same terms as the JJV Share Sale Offer (provided that if either or both the JVC or STLM agree in writing to purchase the relevant JJV Shares on such terms, they shall be entitled to purchase the JJV

Shares); and (iii) the sale of the JJV Shares to the third party shall be on at least the same terms as the JJV Share Sale Offer.

16. REPRESENTATIONS AND WARRANTIES

16.1. Each Party represents and warrants to the other Parties on each of the Execution Date and the Completion Date that:

(a) it is a corporation duly organised and validly existing under the applicable Laws and has all requisite power and authority to own its properties and assets and to conduct its business as now conducted;

(b) it has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. Its execution and delivery of this Agreement and performance of its obligations hereunder have been duly authorised by all necessary action by its board of directors and shareholders, and no other corporate proceedings on its part are necessary to authorise such execution, delivery and performance. This Agreement has been duly executed by it and constitutes its valid and binding obligations enforceable against it in accordance with its terms;

(c) the execution, delivery and performance by it of this Agreement does not and will not violate or conflict with any provision of its organisational documents and does not and will not violate any Law, or any order, judgment or decree of any court or other Authority, or violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which it is a party or by which it is bound, or to which any of its properties or assets are subject;

(d) as of the Execution Date, each consent, waiver, authorisation or approval of any Authority, or of any other person, firm or corporation, and each declaration to, or filing or registration with, any such Authority, that is required in connection with the execution and delivery of this Agreement by it or the performance by it of its obligations hereunder has been duly obtained or completed; and

(e) neither it nor its Affiliates or employees is, or is associated with, an organised criminal group or member or Affiliate of such a group or any other such anti-social force or person.

16.2. STLM represents and warrants to the other Parties on the Execution Date and on the Completion Date that:

(a) all approvals necessary for the conduct by the JVC of the Business have been obtained from any relevant Authority;

(b) any information disclosed by STLM (including financial information and information regarding its material contracts) was accurate and valid at all times and STLM has promptly advised the Japanese Parties as soon as it found such information to not be accurate or valid;

(c) no member of STLM is subject to any proceedings before any Authority, or has received any written notice of, has knowledge of or has been charged with, any material violation of any Laws;

(d) it is not in violation of any provision of this Agreement;

(e) Neither STLM nor its directors, officers or employees have been charged with, convicted or otherwise assessed civil or criminal penalties under any Corruption Prevention Law, and no such Person is under any investigation under any Corruption Prevention Law, in relation to any action taken by such Person directly or through any intermediary; and

(f) any transactions involving STLM and its Related Parties have been conducted on an arms-length basis and, where relevant, on a competitive basis.

17. ANCILLARY AGREEMENTS

As soon as reasonably practicable after the incorporation of the JVC, STLM shall cause the JVC to enter into the following agreements (collectively "**Ancillary Agreements**") for the operation of the intended business by the JVC, provided that all the Ancillary Agreements shall be confirmed and approved by the Japanese Parties before their execution:

(a) the business and asset transfer agreement with STLM (i) listing the assets, personnel and agreements relating to the production of broadcast content to be transferred from STLM to the JVC, and (ii) providing that the JVC shall not make any payment with respect to the transfer by STLM of such assets, personnel and agreements other than the JVC Shares as set out in Section 4(a) (the "**Business and Asset Transfer Agreement**");

(b) Land Use agreement with STLM granting the JVC to use the land over which the facilities for the Business will be constructed (the "**Land Use Agreement**"); and

(c) service agreement with JIB rendering the services to the JVC in order to achieve the purpose of establishing JVC (the "**JIB Service Agreement**").

18. DEADLOCK

18.1. If any Important Decision Matter is not approved by any Japanese Party following the completion of 3 (Three) months after such Important Decision Matter is proposed by any Party, a "**Deadlock**" shall be said to have occurred.

18.2. In the event that a Deadlock occurs, the Parties shall engage in mutual consultation and discussion for a period of 3 (Three) months to resolve the Deadlock (the "**Settlement Period**").

18.3. The Parties shall not intentionally misuse this Section 18 to cause a Deadlock to arise or prevent its resolution.

19. EVENTS OF DEFAULT

19.1. In the event that any of the following events occur in respect of a Party and the Party fails to rectify such breach (if it can be remedied) within 3 (Three) months of receiving a notice from another Party requiring rectification of such breach (collectively, "**Events of Default**"), the other Parties may bring an action for damages for any resulting loss or damage:

(a) a Party is in material breach of its representations, warranties or obligations under the Agreement;

(b) all or a significant part of a Party's business is transferred;

(c) a Change of Control occurs in respect of a Party;

(d) a Party becomes insolvent or bankrupt or ceases to carry on its business, or a process has been instituted that could lead to the Party becoming insolvent or otherwise being liquidated and its assets being distributed among the Party's creditors, shareholders or other contributors, or a Party's bank has suspended its accounts pursuant to an insolvency or bankruptcy proceeding;

(e) a Party is subject to an action for distrainment, a civil rehabilitation proceeding or corporate reorganization proceeding; or

(f) a person seeks to enforce the suspension of a Party's business.

19.2. For the avoidance of doubt, in this Section 19, if any event set out in Section 19.1 occurs in respect of any Myanmar Party, it is deemed to have occurred in respect of both Myanmar Parties, and the Myanmar Parties shall be jointly and severally liable under Section 19.1 with respect to the occurrence of any such event.

20. PUT OPTION

20.1. Put Option Events.

Each of the Japanese Shareholders shall have a Put Option with respect to all of their respective JVC Shares on the terms set out in Sections 20.2, 20.3 and 20.4 upon the occurrence of any of the following events, and the Myanmar Parties shall severally and jointly purchase the relevant JVC Shares which are sold under the Put Option (provided that any Japanese Shareholder exercising a Put Option pursuant to this Section 20.1(a) shall discuss with the Myanmar Parties the procedures for the transfer of the JVC Shares under the Put Option, including the payment method for the JVC Shares):

(a) 7 (Seven) years have been completed from the Completion Date;

(b) there is a change in the Laws that materially impacts the JVC's ability to carry on its Business, and the Japanese Parties in their absolute discretion consider that it is impossible for the JVC to carry on the Business following such change in the Laws, provided that the Parties shall first discuss in good faith appropriate measures to continue the Business, and if the Japanese Parties consider that it is possible to do so by implementing particular measures, the Parties shall procure that the JVC and, where relevant, STLM, promptly implement those measures;

(c) although (i) the JVC becomes insolvent, (ii) the Japanese Parties reasonably consider it will become insolvent, (iii) it receives a trading suspension in connection with a payment, invoice or cheque, (iv) it is ordered to suspend its Business for longer than 1 (One) year, or (v) it faces any other material difficulty in continuing its Business, and the Japanese Parties seek to liquidate the JVC, the liquidation of the JVC is not resolved at the Shareholders' Meeting as requested by the Japanese Parties;

(d) any Deadlock has not been settled within the Settlement Period; or

(e) any Event of Default occurs at any of the Myanmar Parties.

For the avoidance of doubt, even after a Put Option vests in each of the Japanese Shareholders

pursuant to Section 20.1(a), each of the Japanese Shareholders shall be entitled to transfer its JVC Shares in accordance with the procedures stated in Section 14.3.

20.2. Put Option Price.

The price at which any of the JVC Shares of the Japanese Shareholders may be sold under a Put Option shall be as follows:

(a) the Fair Market Value, for a Put Option under Section 20.1(a), (b), (c) or (d); and

(b) 120 (One Hundred and Twenty) per cent of the Fair Market Value or the subscription price of the JVC Shares, whichever is higher, for a Put Option under Section 20.1(e).

20.3. Notice to exercise option.

Any option provided for under Section 20.1 may be exercised by any of the Japanese Shareholders by serving a written notice ("**Option Notice**") on the Myanmar Parties and the JVC.

20.4. Completion of option.

The sale and purchase of any JVC Shares over which an option is exercised pursuant to an Option Notice under this Agreement shall be concluded no later than 30 (Thirty) days from the date of the Option Notice, subject to any relevant Governmental Authorisations. Upon the conclusion of the sale and the purchase of the JVC Shares pursuant to this Section 20.4, the directors nominated by the Shareholder which sold the JVC Shares under such an option (or if only a part of such shares were sold, the directors it is entitled to nominate with respect to such part) shall resign forthwith.

20.5. JJV Put Option.

If the JJV becomes entitled to exercise a Put Option with respect to the JVC Shares under Section 20.1, JICT and CJF shall each have a JJV Put Option over its respective JJV Shares, and the Myanmar Parties shall severally and jointly purchase any JJV Shares which are sold under the JJV Put Option, provided that:

(a) the exercise of the JJV Put Option shall be subject to the terms of Sections 20.2, 20.3 and 20.4 mutatis mutandis. For the avoidance of doubt the price at which any JJV Shares shall be sold under a JJV Put Option shall be the same as the price they would be sold at pursuant to Section 20.2 if they were JVC Shares sold under a Put Option;

(b) if either JICT or CJF exercises its JJV Put Option, the JJV shall not exercise its Put Option in respect of the portion of the JVC Shares corresponding to such Party's share of the JJV Shares prior to the exercise of the JJV Put Option, and if both JICT and CJF exercise their JJV Put Option, the JJV shall not exercise its Put Option; and

(c) the JICT and CJF shall discuss with the Myanmar Parties the procedures for the transfer of any JJV Shares, including the payment method for the JJV Shares prior to exercising the JJV Put Option.

21. DUTY TO COOPERATE

The Parties guarantee that they shall each use their best efforts to:

(a) procure that the JVC shall operate in compliance with the Laws; and

(b) provide reasonable support and cooperation to the JVC to recover any amounts invested or loaned by the Japanese Parties in the JVC.

22. TERM AND TERMINATION

22.1. This Agreement shall commence on the Execution Date and shall continue until terminated in accordance with the provisions below (the "**Term**").

22.2. This Agreement shall be terminated forthwith upon the occurrence of any of the following events:

(a) the Parties mutually agree in writing;

(b) a Shareholder ceases to hold JVC Shares in accordance with this Agreement; or

(c) upon the exercise of the right to terminate this Agreement pursuant to the provisions of this Agreement, including but not limited to termination in accordance with Section 6.4 or Section 26.2.

22.3. If this Agreement is terminated pursuant to Section 22.2, this Agreement shall be of no further force or effect, except that this Section 22 and Sections 25 (Notices) and 30 (Governing Law and Dispute Resolution) shall survive, and the termination of this Agreement shall not relieve any Party from any liability under this Agreement occurring prior to termination.

22.4. In the event that this Agreement is terminated, the Parties shall cooperate to take all such steps as may be necessary to wind up the JVC.

23. CONFIDENTIALITY AND PRESS RELEASE

23.1. Subject to the provisions of Section 23.2 below, each Party shall during the Term:

(a) keep confidential the existence and contents of this Agreement and all material information, whether in writing or any other form, which it may acquire in relation to the JVC or the business or affairs of the other Parties (or any member of its respective group) ("**Confidential Information**") and shall not disclose such information to any third party including but not limited to the Affiliates of the receiving Party, except with the prior written consent of the disclosing Party; and

(b) procure that its officers, employees and representatives observe a similar duty of confidentiality.

23.2. The restrictions in Section 23.1 do not apply to any information which:

(a) is already publicly known before the disclosure of such information;

(b) becomes publicly known through no fault of the receiving Party after the disclosure of such information to the receiving Party by the disclosing Party;

(c) has already been obtained, without an obligation of confidentiality, by the receiving Party before the disclosure of such information to such Party by the disclosing Party; or

(d) is obtained, without obligation of confidentiality, by the receiving Party from a third party who has the right to disclose such information.

23.3. Notwithstanding the foregoing, each Party may disclose Confidential Information to a third party if:

(a) the recipient of Confidential Information is its consultant, such as attorneys and accountants, or other advisors on the condition that (i) it shall disclose Confidential Information to such third party only to the extent it is reasonably required for purposes relating to this Agreement or the transactions contemplated herein, and (ii) only if such third party is informed of the confidential nature of the Confidential Information and agrees to be bound by the confidentiality obligations of this Agreement; or

(b) such disclosure is required by the Laws, or any stock exchange or if any Authority having jurisdiction over the Party, requires it to disclose the Confidential Information, as long as the disclosure is limited to the extent so required (for the avoidance of doubt, a relevant Authority for the purposes of this Section 23.3(b) includes the Ministry of Internal Affairs and Communication of Japan, Ministry of Economy, Trade and Industry of Japan, Ministry of Foreign Affair of Japan, the Ministry of Finance of Japan, the Japan International Cooperation Agency, the Japan Bank for International Cooperation, the Nippon Export and Investment Insurance and NHK).

23.4. None of the Parties shall issue a press release or make any public announcement or other similar public disclosure with respect to this Agreement and the Business (collectively, "**Public Disclosure**") without obtaining the prior consent of all of the other Parties, provided that (i) such prior consent shall be in writing for the first Public Disclosure publicizing that the Business will be conducted jointly by the Parties through the JVC pursuant to this Agreement, and (ii) such prior consent shall be for the content, timing and manner of the relevant Public Disclosure.

24. COSTS AND EXPENSES

Each Party shall pay its own costs incurred in the preparation and execution of this Agreement or any agreement made pursuant to it (including the costs and expenses of its attorneys, accounts agents and others employed by that Party and any due diligence costs) provided that if the Parties jointly hire any advisers they shall equally share the costs of such advisers. The stamp duty payable, if any, in connection with the execution of this Agreement shall be borne by the Parties pro rata based on their respective Shareholding Ratio.

25. NOTICES

25.1. All notices and other communications required or permitted by this Agreement shall be in writing and be deemed given to a Party when (a) delivered to the appropriate address by hand or (b) sent by the Express Mail Service of Japan Post, FedEx or DHL, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or

title) designated below (or to such other address or person as a Party may designate by notice to the other Parties):

STLM

Attention : Tin Wann
Address : No 262 Yarzardiyit Housing, Lower Pazundaung Road, Botahtaung Township, Yangon
Tel. : +95-1-9010135~37, 39~40

MBC

Attention : Khin Mg Win
Address : No 96 Yadanar Myaing Street (Insein Road west side), Yangon
Department : Business Development Department
Tel. : +95-97-8440-9359

JIB

Attention : Shigeki Suda
Address : Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo 150-0041, Japan
Tel. : +81-(0)3-3464-8913

JICT

Attention : Toshiaki Isoi
Address : 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011, Japan
Department : Investment Strategy Group
Tel. : +81-(0)3-5501-0093

CJF

Attention : Shinnosuke Watanabe
Address : 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, 106-6117, Japan
Department : Investment Strategy Group
Tel. : +81-(0)3-6406-7500

25.2. A Party must notify the other Parties of a change to its name, relevant addressee, address or telephone number for the purposes of this Section 25 provided that such notice shall only be effective on:

(a) the date specified in the notice as the date on which the change is to take place; or

(b) if no date is specified or the date specified is less than 5 (Five) days after the date on which notice is given, the date following 5 (Five) days after notice of any change has been given.

26. FORCE MAJEURE

26.1. No Party shall be deemed to be in breach of this Agreement as a result of any failure or delay in the performance of this Agreement due to Force Majeure. If an event of Force Majeure occurs, the Party that encounters such event shall give written notice to the other Parties within 14 (Fourteen) days of such occurrence. The duties of such Party shall be suspended during the continuance of any inability so caused but for no longer period and the Party shall as far as possible remove or minimise the effects of the Force Majeure with all reasonable dispatch.

26.2. If, however, an event of Force Majeure should subsist, due to which it becomes significantly difficult for the JVC to perform its Business, then this Agreement shall be terminated and the JVC shall be liquidated. For the purposes of this paragraph, the Parties shall take all such steps as may be necessary to liquidate the JVC.

27. AMENDMENTS TO THIS AGREEMENT

Any amendment to this Agreement shall come into force only after a written agreement providing for such amendments has been duly signed by the Parties and has been approved by MIC. Any such amendment shall form part of this Agreement.

28. ENTIRE AGREEMENT

This Agreement sets out the entire agreement and understanding between the Parties in respect of the proposed joint venture, and supersedes all prior oral or written communications, representations or agreements in relation to the subject matter of this Agreement.

29. LANGUAGE

This Agreement is drafted in the English language. The English language version of this Agreement shall prevail if there is a conflict.

30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1. Governing law.

This Agreement shall be governed by and construed in accordance with the Laws of Myanmar.

30.2. Dispute resolution.

If any dispute arises out of, or in connection with the existence, interpretation or implementation of this Agreement, including any questions regarding its existence, validity or termination, such dispute shall be referred to and finally resolved by arbitration according to the rules of the Singapore International Arbitration Centre in force at that time, to which the parties in dispute agree to be bound, through three (3) arbitrators. Each of the parties in dispute shall appoint one (1) arbitrator and the arbitrators appointed by the parties shall jointly appoint the third arbitrator who shall be the presiding arbitrator. The decision of the said arbitrators shall be final and binding upon all the parties in dispute. The arbitration proceedings shall take place in Singapore and the language to be used in the arbitral proceedings shall be English.

31. NON-ASSIGNMENT

Unless otherwise provided in this Agreement, no Party shall assign its rights and obligations under this Agreement to any third party, without the prior written consent of the other Parties.

32. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, or constitute either Party the agent of the other Parties for any purpose, or entitle either Party to commit or bind the other Parties in any manner.

33. SEVERABILITY

If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions shall not thereby in any way be affected or impaired. The remaining provisions are to be construed and interpreted in such a manner as to fully carry out the intent of the Parties.

34. MUTUAL CONSULTATION AND GOODWILL

34.1. The Parties confirm their intention to promote the best interests of the JVC and to consult fully on all matters materially affecting the development of the Business, including any matter not provided for in this Agreement or any matter which any Party considers to be uncertain regarding the application of this Agreement. Each Party shall act in good faith towards the other Parties in order to promote the Business and the success of the JVC at all times.

34.2. The Parties will render their best endeavours to cause the JVC to be in compliance with the terms and conditions stipulated under this Agreement.

35. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by facsimile transmission, email or other means of electronic transmission and shall be as valid and effectual as if executed as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands the day and year first above written.

For and on behalf of
SHWE THAN LWIN MEDIA CO., LTD.

SIGNED by

____

Name: Nan Mouk Laung Saing
Designation: President (FTA), STLM

For and on behalf of
MYANMAR BUSINESS CENTRAL CORPORATION CO., LTD.

SIGNED by

____

Name: Min Swe Thet
Designation: Managing Director

For and on behalf of
JAPAN INTERNATIONAL BROADCASTING INC.

SIGNED by

____

Name: Yoshihiko Shimizu
Designation: President and CEO

For and on behalf of
FUND CORPORATION FOR THE OVERSEAS DEVELOPMENT OF JAPAN'S ICT AND POSTAL SERVICES

SIGNED by

____

Name: Yoshiyuki Fukuda
Designation: President and CEO

For and on behalf of
COOL JAPAN FUND INC.

SIGNED by

____

Name: Kazunobu Iijima
Designation: Chairman

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ....၆၆၄ အက်ဖ်စီ..../....၂၀၁၇–၂၀၁၈ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီ လီမိတက်....

....................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၇ နှစ်၊ ....အောက်တိုဘာ.... လ၊ ၂၀ ... ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....664 FC.... of ....2017-2018 (YGN)

I hereby certify that ....DREAM VISION COMPANY LIMITED....

.... is incorporated

under the Myanmar Companies Act as a Limited Company on the

....TWENTIETH.... day of ....OCTOBER,....

....TWO THOUSAND AND SEVENTEEN....

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၂၀-၁၀-၂၀၁၇) မှ (၁၉-၄-၂၀၁၈) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 664FC/ 2017-2018(YGN)

Date 20th October, 2017

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the DREAM VISION COMPANY LIMITED .... in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Dream Vision Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road, Botahtaung Township, Yangon.
(4)	The object for which the company is formed (field of business).	Mentioned in back page.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	~~USD 150,000,000 divided into 1,500,000~~ shares of USD 100 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	October 20, 2017 to April 19, 2018. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General

(Nilar Mu - Director)

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

1. To development high quality international standard content and operate a distribution business in Myanmar.
2. To expend the Company's business by modernizing content production studios, introducing international content production technology, and reinforcing the administrative functions and human resources with the foreign investments.

For Director General
(Thet Paing - Deputy Director)

Issued Date:

FORM VI

049160

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 20th of October, 20 2017.

on the of 20 of the * DREAM VISION CO., LTD.

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash	....	1,000 Shares
" " " "	....	
Nominal amount of the shares so allotted	....	USD. 100,000/-
" " " "	....	
Amount paid or due and payable on cash such share	....	USD. 100/- **(Fully Paid Up)**
" " " "	....	

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow : -

---

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : **Daw Nan Mouk Laung Seng (M.D)**

Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
1. Shwe Than Lwin Media Co., Ltd. Represented By (a) Daw Nan Mouk Laung Seng 13/KaMaNa (Naing) 006188	Incorporated In Myanmar No.152/154, 19th Street, 4th Ward, Latha Township, Yangon.	 Businesswoman		601.10
2. Cool Japan Fund Inc. Represented By (a) Mr. Yasushi Hashimoto P.P.No.TR6548523	Incorporated In Japan 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan.	 Businessman		204.80
. Fund Corporation for the Overseas Development of Japan's ICT and Postal Services Represented By (a) Mr. Iwao Sonoda P.P.No.TH6143149	Incorporated In Japan 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan.	 Businessman		182.50
Japan International Broadcasting Inc. Represented By (a) Mr. Naoya Kato P.P.No.TR7673639	Incorporated In Japan Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo 150-0041, Japan.	 Businessman		11.60
			Total	1,000 Shares

Signature

Date 20-10-2017

Nan Mouk Laung Seng
Managing Director
Dream Vision Co., Ltd.

040804

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : DREAM VISION CO., LTD.

Presented by : Daw Nan Mouk Laung Seng (M...

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Daw Nan Mouk Laung Seng	Myanmar 13/KaMaNa (Naing) 006188	No.152/154, 19th Street, 4th Ward, Latha Township, Yangon.	Businesswoman	Appointed As Managing Director w.e.f. 20.10.2017
2.	Mr. Yasushi Hashimoto	Japanese P.P.No. TR6548523	17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan.	Businessman	Appointed As Director w.e.f. 20.10.2017
3.	Mr. Iwao Sonoda	Japanese P.P.No. TH6143149	1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan.	Businessman	Appointed As Director w.e.f. 20.10.2017
4.	Mr. Naoya Kato	Japanese P.P.No. TR7673639	Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo, 150-0041, Japan.	Businessman	Appointed As Director w.e.f. 20.10.2017

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Dated this 20-10-2017

Designation Nan Mouk Laung Seng
Managing Director
Dream Vision Co., Ltd.

Form (26)

040807

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : DREAM VISION CO., LTD.

Presented by : Daw Nan Mouk Laung Seng (M

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
5.	Daw Myint Myint Win	Myanmar 12/LaThaNa (Naing) 006833	No.(1-2), Sabei Street, Hone Lan Ward, Sanchaung Township, Yangon.	Businesswoman	Appointed As Director w.e.f. 20.10.2017
6.	Daw Sandar Win	Myanmar 12/LaThaNa (Naing) 006845	No.66, Bayintnaung Street, Thirimon Housing, Hlaing Township, Yangon.	Businesswoman	Appointed As Director w.e.f. 20.10.2017
7.	Daw Yin Yin Win	Myanmar 12/LaThaNa (Naing) 019199	No.152/154, 19th Street, 4th Ward, Latha Township, Yangon.	Businesswoman	Appointed As Director w.e.f. 20.10.2017
8.	Daw Thae Noe San @ Thazin Kyaw Win	Myanmar 12/LaThaNa (Naing) 022616	No.152/154, 19th Street, 4th Ward, Latha Township, Yangon.	Businesswoman	Appointed As Director w.e.f. 20.10.2017

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Dated this 20-10-2017

Signature ....

Designation Nan Mouk Laung Seng
Managing Director
Dream Vision Co., Ltd.

Form (26)

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

DREAM VISION COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် " **ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီ လီမိတက်** " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ဒေါ်လာ ၁၅၀,၀၀၀,၀၀၀ /- (ဒေါ်လာ **တစ်ရာ့ငါးဆယ်သန်း** တိတိ) ဖြစ်၍ ဒေါ်လာ ၁၀၀/- (ဒေါ်လာ တစ်ရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၁,၅၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

အောက်ပါဝန်ဆောင်မှုလုပ်ငန်းများကို မိမိတစ်ဦးတည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်း ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ဆောင်ရွက်ရန်။

- မြန်မာနိုင်ငံတွင် အရည်အသွေးမြင့်မားသော နိုင်ငံတကာအဆင့်မီ Content ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးခြင်းလုပ်ငန်း လုပ်ဆောင်ရန်

- နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Content ထုတ်လုပ်သည့် စတူဒီယိုခေတ်မီစေရန်၊ နိုင်ငံတကာ Content ထုတ်လုပ်မှု နည်းပညာကို မိတ်ဆက်ပေးရန်နှင့် အုပ်ချုပ်ရေးလုပ်ငန်းများနှင့် လူသားရင်းမြစ်တို့ကိုစွမ်းအားမြှင့်တင်ရန်

(၂) ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေး ယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည်အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကိုပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသောတရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များကခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင် ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း၌အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့်တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့် တော်ခြင်း၊ သို့မဟုတ်ခွင့်ပြုထားခြင်းရှိမှသာလျှင်လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Shwe Than Lwin Media Co., Ltd.** Represented By (a) Daw Nan Mouk Laung Seng No.152/154, 19th Street, 4th Ward, Latha Township, Yangon. Businesswoman	Incorporated In Myanmar Myanmar 13/KaMaNa (Naing) 006188	4672	(signature)
2.	**Cool Japan Fund Inc.** Represented By (a) Mr. Yasushi Hashimoto 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TR6548523	1592	(signature)

ရန်ကုန်။ နေ့စွဲ၊ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးတင်အောင်း H.G.P; BA(Law); LL.B

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
3.	**Fund Corporation for the Overseas Development of Japan's ICT and Postal Services** <u>Represented By</u> (a) Mr. Iwao Sonoda 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TH6143149	1418	
4.	**Japan International Broadcasting Inc.** <u>Represented By</u> (a) Mr. Naoya Kato Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo, 150-0041, Japan Businessman	Incorporated In Japan Japanese Passport No. TR7673639	90	

ရန်ကုန်။ နေ့စွဲ၊ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးတင်မောင်း H.G.P; BA(Law); LL.B

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည်ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီဖြစ်၍ အောက်ပါသတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ဤကုမ္ပဏီ၏အစုရှင်အရေအတွက်ကိုငါးဆယ်အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ (သို့မဟုတ်) ဒီဘင်ချာစတော့(ခ်)တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ဒေါ်လာ ၁၅၀,၀၀၀,၀၀၀ /- (ဒေါ်လာ **တစ်ရာ့ငါးဆယ်သန်း** တိတိ) ဖြစ်၍ ဒေါ်လာ ၁၀၀/- (ဒေါ်လာ တစ်ရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၁,၅၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသော တရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေ သင်းလုံးကျွတ် အစည်းအဝေး၍ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့်အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ်ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့်ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကိုအခါအားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင်ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်းသို့မဟုတ်ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦး ထက်မနည်း၊ (၁၅) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(၁) **Daw Nan Mouk Laung Seng**
(၂) **Mr. Yasushi Hashimoto**
(၃) **Mr. Iwao Sonoda**
(၄) **Mr. Naoya Kato**
(၅) **Daw Myint Myint Win**
(၆) **Daw Sandar Win**
(၇) **Daw Yin Yin Win**
(၈) **Daw Thee Noe San @ Thazin Kyaw Win**

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဥာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာဒါရိုက်တာအဖွဲ့ကပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍၎င်းသည်မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည်၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန်တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံးဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်းတို့ကိုဆောင်ရွက်နိုင်သည်။ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင်အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင်မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ –

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1.	**Shwe Than Lwin Media Co., Ltd.** Represented By (a) Daw Nan Mouk Laung Seng No.152/154, 19th Street, 4th Ward, Latha Township, Yangon. Businesswoman	Incorporated In Myanmar Myanmar 13/KaMaNa (Naing) 006188	4672	(signature)
2.	**Cool Japan Fund Inc.** Represented By (a) Mr. Yasushi Hashimoto 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TR6548523	1592	Yasushi Hashimoto (signature)

ရန်ကုန်။ နေ့စွဲ၊ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးအောင်ဆောင်း H.G.P; BA(Law); LL.B

တရားလွှတ်တော်ရှေ့နေ

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
3.	**Fund Corporation for the Overseas Development of Japan's ICT and Postal Services** Represented By (a) Mr. Iwao Sonoda 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TH6143149	1418	(signature)
4.	**Japan International Broadcasting Inc.** Represented By (a) Mr. Naoya Kato Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo, 150-0041, Japan Businessman	Incorporated In Japan Japanese Passport No. TR7673639	90	(signature)

ရန်ကုန်။ နေ့စွဲ၊ ခုနှစ်၊ လ၊ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဦးတင်ဆောင်း H.G.P; BA(Law); LL.B

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

DREAM VISION COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **DREAM VISION COMPANY LIMITED**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is USD-**150,000,000/-** (USD-**One Hundred and Fifty Million** Only) divided into (**1,500,000**)shares of USD-**100/-**(USD **One Hundred** Only) each,with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

To carry on the following services either solely on its own or in joint-venture, with any foreign local partners-

- To develop high quality international standard content and operate a distribution business
- in Myanmar.

- To expand the Company's business by modernizing content production studios, introducing international content production technology, and reinforcing the administrative functions and human resources with the foreign investments

(2) To borrow money for the benefit of the Company's business from any person, firm, Company, bank or financial organization in the manners that the Company shall think fit.

PROVISO: - *provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Shwe Than Lwin Media Co., Ltd.** Represented By (a) Daw Nan Mouk Laung Seng No.152/154, 19th Street, 4th Ward, Latha Township, Yangon. Businesswoman	Incorporated In Myanmar Myanmar 13/KaMaNa (Naing) 006188	4672	
2.	**Cool Japan Fund Inc.** Represented By (a) Mr. Yasushi Hashimoto 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TR6548523	1592	

Yangon. Dated the day of ,.

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးထင်အောင် H.G.P; BA(Law); LL.B
တရားလွှတ်တော်ရှေ့နေ

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Yangon. Dated the day of , .

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးတင်ဆောင်း H.G.P; BA(Law); LL.B
တရားလွှတ်တော်ရှေ့နေ

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

DREAM VISION COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsis-atent with the following Articles. The compulsory regulations stipulated in Section 17(2) of the myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorized capital of the Company is USD-**150,000,000/-** (USD-**One Hundred and Fifty Million** Only) divided into (**1,500,000**)shares of USD-**100/-**(USD **One Hundred** Only) each,with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directos shall not be less than (**2**) and not more than (**15**).
The First Directors shall be: -

(1) Daw Nan Mouk Laung Seng
(2) Mr. Yasushi Hashimoto
(3) Mr. Iwao Sonoda
(4) Mr. Naoya Kato
(5) Daw Myint Myint Win
(6) Daw Sandar Win
(7) Daw Yin Yin Win
(8) Daw Thee Noe San @ Thazin Kyaw Win

8. The Directors may from time to time appoint one of their body to the office of th Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reson.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Shwe Than Lwin Media Co., Ltd.** Represented By (a) Daw Nan Mouk Laung Seng No.152/154, 19th Street, 4th Ward, Latha Township, Yangon. Businesswoman	Incorporated In Myanmar Myanmar 13/KaMaNa (Naing) 006188	4672	
2.	**Cool Japan Fund Inc.** Represented By (a) Mr. Yasushi Hashimoto 17F Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TR6548523	1592	

Yangon. Dated the day of , .

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးတင်မောင်း H.G.P; BA(Law); LL.B

တရားလွှတ်တော်ရှေ့နေ

(10-A)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
3.	**Fund Corporation for the Overseas Development of Japan's ICT and Postal Services** <u>Represented By</u> (a) Mr. Iwao Sonoda 1-2-1, Uchisaiwaicho, Chiyoda-ku, Tokyo, Japan. Businessman	Incorporated In Japan Japanese Passport No. TH6143149	1418	
4.	**Japan International Broadcasting Inc.** <u>Represented By</u> (a) Mr. Naoya Kato Nihonseimei Shibuya Annex Building, 1-19-4 Jinnan, Shibuya-ku, Tokyo, 150-0041, Japan Businessman	Incorporated In Japan Japanese Passport No. TR7673639	90	

Yangon. Dated the day of , .

It is hereby certified that the persons mentioned above put their signatures in my presence.

ဦးတင်ထောင်း H.G.P; BA(Law); LL.B
တရားလွှတ်တော်ရှေ့နေ

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်

013299

မူရင်း

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန

မြေငှားဂရန်စာချုပ်

အမည်	ရွှေသံလွင်တရေ့ဒင်း	မြို့နယ်	တာမွေ
နိုင်ငံသား/အမျိုးသား	ကုမ္ပဏီလီမိတက်	မြေတိုင်းရပ်ကွက်	၃၄. ၁
မှတ်ပုံတင်အမှတ်		လူနေရပ်ကွက်အမှတ်	-
မြေငှားစာချုပ်အမှတ်	တဖ.ဂရ၃ ၁/၉၇	မြေကွက်အမှတ်	၅၁. ဦ
အမှုတွဲအမှတ်/နေ့စွဲ	ဒင်စာ - ၆၃၂၅ ၂၃.၁၁.၀၈	မြေကွက်လိပ်စာ	[illegible]

မြေငှားဂရန်စာချုပ်

မူရင်း

နေ့စွဲ။ ၂၀၀၉ ခုနှစ်၊ ......ဇန်နဝါရီ......လ ၊ ...၁.... ရက်

မြေငှားစာချုပ်အမှတ် ....တမန.ဂရသ ၁/၀၉.......... အမှုတွဲအမှတ်ဝင်စာ... ၆၃-၂၅ ၂၃-၁၁-၀၈

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန (နောက်တွင်"**အငှားချထားသူ**"ဟု ရည်ညွှန်းသည်၊ "**အငှားချထားသူ**"ဆိုသည့် စကားရပ်တွင်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန ကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်)နှင့် ....ရန်ကုန်................မြို့နေ၊ ဦး ..—.. ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် [illegible] .... နိုင်ငံသား/အမျိုးသား မှတ်ပုံတင်အမှတ် .... (နောက်တွင်"**အငှားစာချုပ်ရသူ**"ဟု ရည်ညွှန်းသည်) တို့ ၁၃၇၀ ....ခုနှစ်၊ ......ပြာသို...... လဆန်း/လပြည့်ကျော် ....ရက်နေ့ ....၂၀၀၉.....ခုနှစ် ....ဇန်နဝါရီ.... လ ....ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ် ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူကနောက်တွင်သတ်မှတ်ထားသည့်မြေငှားခကိုပေးဆောင်ရန်သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော စည်းကမ်းချက်များကိုပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့်သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်–ထွက် သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်၊ အဆိုပါ မြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့်ကျောက်မိုင်း စသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ **မပါဝင်ချေ**၊ ထိုသို့ ရှာဖွေတူးဖော်သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏မြေမျက်နှာပြင်ကိုနောက်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအားသင့်လျော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်၊ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအက်ဥပဒေ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးက ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ....၁-၁-၂၀၀၉.......... နေ့ မှစ၍ နှစ်ပေါင်း ......၆၀.................ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါစာချုပ်ကို အငှားချထားသည်။

နှစ်ပေါင်း(၆၀) မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင်၊ ....၂၀၀၉.....ခုနှစ်၊ ...ဇန်နဝါရီ.....လ ....ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ(၁၅)နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ် ...[illegible]..... ပြား ....(ကျပ် [illegible] ပြားတိတိ)ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လ နှင့် အောက်တိုဘာလများ၏ လဆန်း(၁)ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ်ပေါင်း(၆၀)ကာလ အပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ (၁၅)နှစ်စီ အတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုသည် -

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်သည့်နေ့ရက်တွင်သတ်မှတ်သည့်နည်းလမ်းအဝ

နှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌

အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း(၆၀)ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်

လတ္တံ့ ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရမည်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆)လအတွင်း စတင်ဆောက်လုပ်၍ အဆိုပါမြေကွက်ပေါ်တွင်

သော လူနေအိမ်ကို ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ အင်ဂျင်နီယာဌာန(အဆောက်အအုံ)မှ

သည့် ပုံစံအတိုင်းစည်ပင်သာယာတရားဥပဒေနှင့်အညီ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ် စသ

နှစ်ပေါင်း(၆၀)ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသော ရပ်ကွက်၌ သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်မျ

ချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ် ဆောဂ

အဆောက်အအုံများကို ထို မိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံများတည်ဆောက်ရာတွင် ဒေသန္တရအာဏာပိုင် (သို့

တော်စည်ပင်သာယာရေးကော်မတီ၊ အင်ဂျင်နီယာဌာန(အဆောက်အအုံ)၏ ကြိုတင်ခွင့်ပြုချက် ရယူရန်၊

(င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကိုကြိုတင်မရရှိဘဲ နှစ်ပေါင်းခြောက်ဆယ်က

အတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမ

မြေကွက်ပေါ်တွင်ဆောက်လုပ်သည့် လူနေအိမ်ကို၊ လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရ

(စ) အငှားချထားသူ၏ စာဖြင့်ကြိုတင်သဘောတူညီချက် မရရှိပဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်

ငှင်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆို

ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်း(၆၀)ကာလအပိုင်းအခြားတွင် မြည်တော

အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူး၏ အ

သူများအား နေ့ပိုင်း သင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း(၆၀)အပိုင်းအခြား ကုန်ဆုံးသောအခါ အခ

သည့် အဆောက်အအုံနှင့် ယင်းအဆောက်အအုံတွင် ပါဝင်တည်ဆောက်ထားသောပစ္စည်းများ

မြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက

မြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိ

နှင့် ယင်း၏အဆောက်အအုံတွင် ပါဝင်တည်ဆောက်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက

အေးဆေးစွာပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခန့်မှန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀၀၉ ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထိုနောက်အချိန်ကာလတွင်ဖြစ်စေ၊ ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန်ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကိုတောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးသည် အဆိုပါမြေငှားခကို ရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်၊ ထို့ပြင် သို့တည်းမဟုတ် ယခင်ကပဋိညာဉ်ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စကာမူ ဤစာချုပ်ကို ပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများကို အဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည်။

(က) အပိုဒ်(၂)အရ ဤစာချုပ်ကိုပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟုထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်၊ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံစသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်၊ အဆိုပါ နို့တစ်စာကို ပြဆိုသည့်နည်းလမ်းအတိုင်းပေးပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း(၆၀)အတွင်း အငှားစာချုပ်ရသူက အဆိုပါဌာနမှူးအား ပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ်များအားလုံးနှင့်တကွ အဆိုပါဌာနမှူးသို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက်တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက်နစ်နာမှုကိုပပျောက်စေရန် အဆိုပါဌာနမှူးကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ်ကျော်ကာလအပိုင်းအခြား၏ ကျန်ရှိသော ကာလအတွက် အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသောအဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန် သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်းတစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိနေသောအဆောက်အအုံနှင့်အခြားပစ္စည်းများ၏တန်ဖိုး၊ ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၌ တာဝန်မရှိစေရန်။

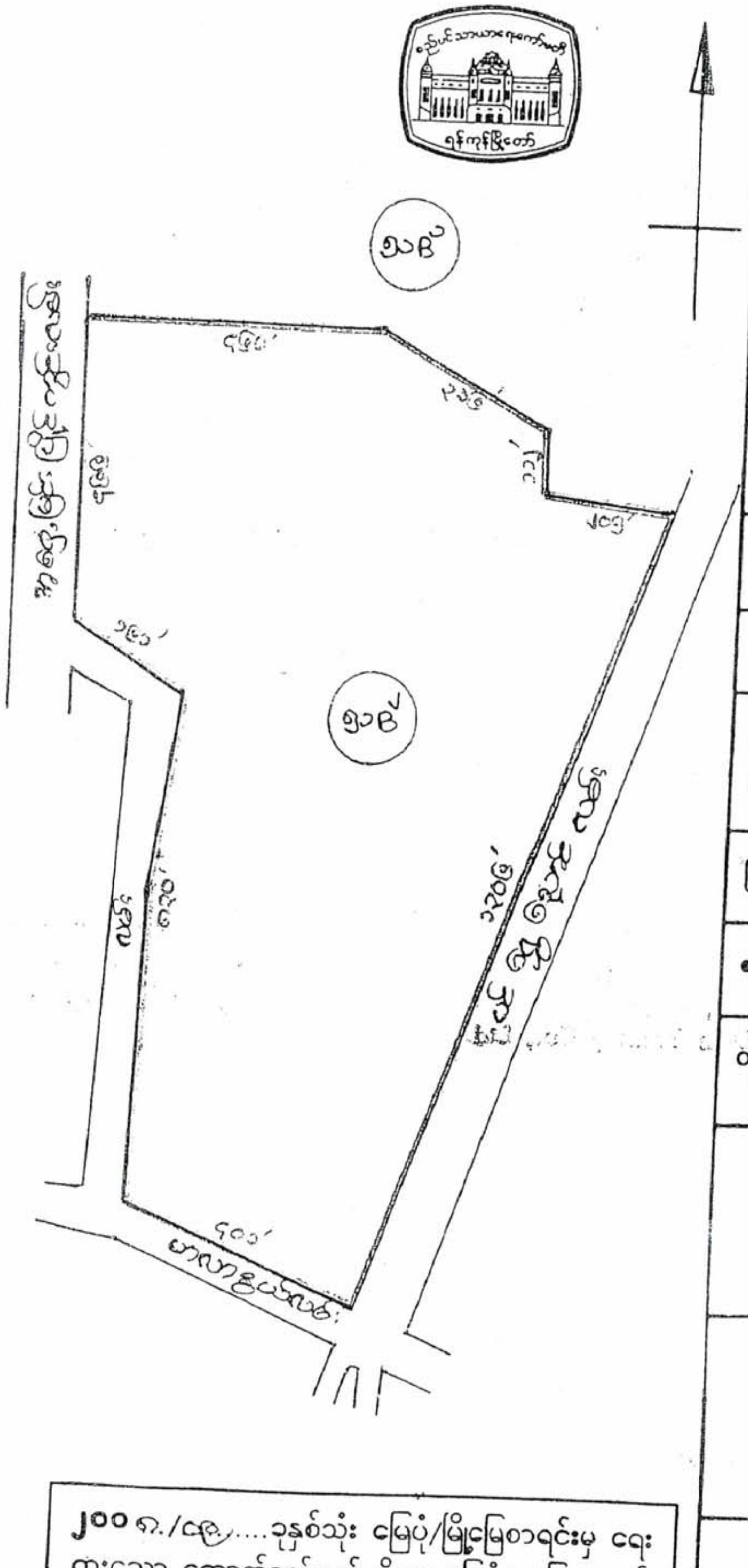
(ခ) အပိုဒ်(၂)အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်း ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင်ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေ တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများကို အဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်း အဆိုပါ ကာလအပိုင်းအခြားမကုန်မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်၊ သို့ရာတွင် ထိုသို့သယ် ကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်

(ဂ) (၂၀၂၄)ခုနှစ်၊ ဇန်နဝါရီ လ၊ ရက်နေ့မှစ၍ ပထမတစ်ဆယ့်ငါးနှစ် ဂ သောအခါ ဒုတိယ တစ်ဆယ့်ငါးနှစ် အတွက် ရန်ကုန်စည်ပင်သာယာရေး၊ မြေနည်းဥပဒေ(၂၄)အရ စည်းကြ သုံးလပတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါးနှစ် ကုန်ဆုံးသောအခါ တတိယ တစ်ဆယ့်ငါးနှစ်ဒ အဆိုပါ နည်းဥပဒေ(၂၄)အရစည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါးနှစ် ကုန်ဆုံ အခါ စတုတ္ထ တစ်ဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ(၂၄)အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန် အကယ်၍ အထက်ပါနည်းဥပဒေအတိုင်း မြေငှားခကို ပြ စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်းထားသည့် နည်းဥပဒေအတိုင်း မြေ ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပတ်မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက် မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် ပထမ နှစ်ပေါင်းသုံးဆယ်အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသော ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆေ ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပတ်မြေ နောက်ထပ် နှစ်ပေါင်းသုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှားစာချုပ်အသစ် ချုပ်ဆိုရန်သ ကြောင်း၊ အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ် မပြည့်မီ အနည်းဆုံး ခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထား စာဖြင့်၊ အကြောင်းကြားရမည်၊ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်း ရရှိသည့်နေ့မှစ၍ ခြောက်လအတွင်း နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် သမျှ တူညီသည့် ပဋိညာဉ်ခံချက်များ ပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထ ထုတ်ပေးရန် အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်း မရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင် သုံးလပတ် မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော် ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန၊ ဌာနမှူးနှင့် ဒုတိယဌာနမှူးတ ဤကော်မတီတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ဌာနမှူးနှင့် အဆိုပါ [illegible]သည် ဤစာချုပ်ကို ဒ ဖော်ပြခဲ့သည့်နေ့ရက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။ [illegible]

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်
ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ



၂၀၀၈/၀၉ ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်းသက်သေခံသည့် မြေငှားဂရန်မြေပုံ	
အမည်ပေါက်	ရွှေသံလွင် ထရေဒင်း ကုမ္ပဏီလီမိတက်
မြေတိုင်းရပ်ကွက်အမှတ်	၃၄၁
လူနေရပ်ကွက်အမှတ်	–
မြေကွက်အမှတ်	၅၁ ဗ
မြေအမျိုးအစား	ဂရန် မြေ ဂရန်
အလျား ...... X အနံ ...... ဧရိယာ ၂၀.၁၆၈၆ ဧက	
မြို့နယ်	တာမွေ
စကေး	၁" = ၃၀၀'
ထုတ်ပေးသည့်အမှုတွဲအမှတ် ဝင်စာအမှတ် ၆၃၂၅ / ၂၃.၁၁.၀၈	
၃၁.၁၂.၂၀၀၈	
၃၁ / ၁၂ / ၀၈ မြေတိုင်းချုပ်	
မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန	

၂၀၀ ၈/၀၉ ခုနှစ်သုံး မြေပုံ/မြို့မြေစာရင်းမှ ရေးကူးသော ကောက်နုတ်ချက် မိတ္တူ မြေပုံ/ မြေရာဇဝင် ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။
(မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန)

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန

တံဆိပ်

တံဆိပ်ကို မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာနမှူးနှင့်ဒုတိယဌာနမှူးတို့ရှေ့မှောက်၌ ခပ်နှိပ်၍အဆိုပါဌာနမှူးနှင့်ဒုတိယဌာနမှူးတို့ လက်မှတ်ရေးထိုးသည်။

....
ဌာနမှူး
မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန

အသိသက်သေ

8/11/09

....
ဒုတိယဌာနမှူး
မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန

လက် ထောက် ဌာ န မှူး
(မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန)

အငှားစာချုပ်ရသူ ရွှေသံလွင် ကုမ္ပဏီ က လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

SANDAR WIN
Director
Shwe Than Lwin Trading Co., Ltd.

KYAW WIN
Chairman
Shwe Than Lwin Co., Ltd.
အငှားစာချုပ်ရသူ

၁။ ....အထက်တွင်ဖော်ပြထားသည့်ဇယား

၂။ 26.11.08

ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ....

မြို့ပြစီမံကိန်းနှင့် မြေစီမံခန့်ခွဲမှုဌာန

မြေတိုင်းရပ်ကွက်အမှတ် ....

ရန်ကုန်မြို့ .... မြို့နယ်

အတွင်းရှိ .... တန်းစား၊ မြေကွက်အမှတ် .... ဖြစ်သည့် ပူးတွဲပါ မြေပုံ၌ မှင်နီဖြင့်ပြထားသော အလျား .... ပေ၊ အနံ .... ပေခန့်ရှိသော အလားအလာ

အရှေ့လားသော် ....

အနောက်လားသော် ....

တောင်လားသော် ....

မြောက်လားသော် ....

အတွင်းရှိ မြေအားလုံး ဧရိယာ .... ကေ (စတုရန်းပေ ....)

ရက်စွဲ

ရွှေသံလွင်ထရေးဒင်းကုမ္ပဏီလီမိတက်

နှင့်

ရွှေသံလွင်မီဒီယာကုမ္ပဏီလီမိတက်

မြန်မာနိုင်ငံ၊ ရန်ကုန်မြို့၊ တာမွေမြို့နယ်၊ ကျိုက္ကဆံရပ်ကွက်၊

မာလာနွယ်လမ်းနှင့် ပင်ရွှေညောင်လမ်းထောင့်ရှိ

Block အမှတ် (34 D)၊ Plot အမှတ် (51 B2) တွင်

တည်ရှိသော ဆောက်လုပ်ဆဲ Zone-3 အဆောက်အအုံနှင့်မြေ

ငှားရမ်းသည့် သဘောတူစာချုပ်

Zone-3 အဆောက်အအုံနှင့် မြေငှားရမ်းခြင်းသဘောတူစာချုပ်

မြန်မာနိုင်ငံ၊ ရန်ကုန်မြို့၊ တာမွေမြို့နယ်၊ကျိုက္ကဆံရပ်ကွက်ရှိ မာလာနွယ်လမ်းနှင့် ပင်ရွှေညောင်လမ်းထောင့်ရှိBlock အမှတ် (34 D)၊ Plot အမှတ် (51 B2) တွင် တည်ရှိသောZone-3 အဆောက်အအုံနှင့်မြေကို ငှားရမ်းသည့် သဘောတူစာချုပ်။

ဤငှားရမ်းခြင်းသဘောတူစာချုပ်ကို ၂၀၁၇ ခုနှစ်၊ စက်တင်ဘာလ၊ (၁၉) ရက်နေ့တွင် ပြုလုပ်ကြသည်မှာ-

စာချုပ်ဝင်များ

၁။ အငှားချထားသူ (Lessor)

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေအရ မှတ်ပုံတင်အမှတ် (၃၃၄/၁၉၉၃-၁၉၉၄) ဖြင့် ဖွဲ့စည်းတည်ထောင်ထားသော ရွှေသံလွင်ထရေးဒင်း ကုမ္ပဏီလီမိတက် [အမှတ်- ၂၆၂၊ ရာဇဓိရာဇ်အိမ်ယာ၊ အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်မြို့။]

နှင့်

၂။ ငှားယူသူ (Lessee)

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေအရ မှတ်ပုံတင်အမှတ် (၁၀၀/၂၀၁၀-၂၀၁၁) ဖြင့် ဖွဲ့စည်းတည်ထောင်ထားသော ရွှေသံလွင်မီဒီယာကုမ္ပဏီလီမိတက် [အမှတ်- ၂၆၂၊ ရာဇဓိရာဇ်အိမ်ယာ၊ အောက်ပုဇွန်တောင်လမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်မြို့။]

(အထက်အမည်ပါ အငှားချထားသူဟု ဆိုရာ၌လည်းကောင်း၊ ငှားယူသူဟုဆိုရာ၌လည်းကောင်း အဆိုပါ အငှားချထားသူနှင့် ငှားယူသူတို့ကိုယ်တိုင်အပြင် ၎င်းတို့၏ ဆက်ခံသူများ၊ တရားဝင်ကိုယ်စားလှယ်များ၊ ကိုယ်စားပြုသူများပါ အားလုံးပါဝင်သည်ဟု မှတ်ယူရမည်။)

အထက်အမည်ပါ အငှားချထားသူနှင့် ငှားယူသူတို့သည် နှစ်ဦးနှစ်ဖက်ညှိနှိုင်းသဘောတူကြပြီး အောက်ပါ စည်းကမ်းချက်များအတိုင်း မြေနှင့် အဆောက်အဦးငှားရမ်းခြင်းစာချုပ်ကို ချုပ်ဆိုကြပါသည်။

၁။ ငှားရမ်းသည့်မြေ

ငှားရမ်းသည့်အဆောက်အအုံနှင့်မြေမှာ-မြန်မာနိုင်ငံ၊ ရန်ကုန်မြို့၊ တာမွေမြို့နယ်၊ ကျိုက္ကဆံရပ်ကွက်ရှိ မာလာနွယ်လမ်းနှင့် ပင်ရွှေညောင်လမ်းထောင့်ရှိ Block အမှတ် (34 D)၊ Plot အမှတ် (51 B2) တွင် တည်ရှိသော ဆောက်လုပ်ဆဲ Zone-3 (4)ထပ်အဆောက်အအုံ (၂၀၄,၁၄၂) စတုရန်းပေနှင့်ဆက်စပ်သော ပြင်ပမြေကွက်(၁၀၀,၆၂၅) စတုရန်းပေ(ပူးတွဲ-က)။

၂။ ငှားရမ်းသည့် ကာလ

အထက်အပိုဒ် (၁) တွင် ဖော်ပြထားသော မြေကွက်ကို ဤစာချုပ်စတင်အတည်ဖြစ်သည့်နေ့မှစ၍ (၅၀) နှစ်၊ ၂၀၁၇ ရက်၊ စက်တင်ဘာလ (၁၉) ရက်မှ ၂၀၆၆ ခုနှစ်၊ စက်တင်ဘာလ (၁၈)ရက် အထိ ငှားရမ်းခြင်းပြုလုပ်ကြရန် နှစ်ဖက်စာချုပ်ဝင်များမှ သဘောတူပါသည်။

၃။ ငှားရမ်းခ

ငှားရမ်းခြင်းစတင်သည့်နေ့မှစ၍ ငှားရမ်းခမှာ- တစ်နှစ်လျှင် ၂၈၈,၀၀၀,၀၀၀ ကျပ် (နှစ်ရာရှစ်ဆယ်ရှစ်သန်းတိတိ) ဖြစ်ပါသည်။ ငှားရမ်းခြင်း ကို သဘောတူထားသည့်ကာလနှစ် ၅၀ အထိ၊ ပြောင်းလဲခြင်းမရှိပါ။ ငှားရမ်းခပေးချေရမည့်စနစ်မှာ- ဘဏ်သို့ ချက်လက်မှတ်ဖြင့်ဖြစ်စေ၊ အခြားငွေလွှဲနည်း တစ်နည်းနည်းဖြင့်ဖြစ်စေ နှစ်ဦးသဘောတူရာ ငွေလွှဲနည်းဖြင့် ပေးချေရန်နှင့် နှစ်ဦးသဘောတူညီချက်ကို စာဖြင့် အကြောင်းကြား ဆောင်ရွက်နိုင်ပါသည်။

၄။ နို့တစ်စာ

ဥပဒေအရဖြစ်စေ၊ ဤငှားရမ်းစာချုပ်အရဖြစ်စေ စာချုပ်ဝင်အချင်းချင်း စာဖြင့်ဆက်သွယ်၍ ကြားသိရန်လိုအပ်ပါက မှတ်ပုံတင်စာဖြင့်ဖြစ်စေ၊ အီလက်ထရွန်းနစ် ဆက်သွယ်ရေး (E-mail) ဖြင့်ဖြစ်စေ အောက်တွင် ဖော်ပြပါရှိသည့် လိပ်စာအတိုင်း ဆက်သွယ်ဆောင်ရွက်ရန်ဖြစ်ပါသည်။

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(၂) ငှားယူသူ၏လိပ်စာ-

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၅။ လက်ဝယ်ရှိမှုကို လွှဲပြောင်းခြင်း

အငှားချထားသူသည် စာချုပ်ပါ စည်းကမ်းချက်များအရ ငှားယူသူပေးချေသော ငှားရမ်းခကို လက်ခံပြီးသည့်အချိန်မှစ၍ စာချုပ်သက်တမ်းအတွင်း စာချုပ်ပါ Zone-3 အဆောက်အအုံနှင့်မြေ ကို မိမိ၏လက်ဝယ်မှ စွန့်လွှတ်၍ ငှားယူသူလက်ဝယ်သို့ လွှဲပြောင်းပြီးဖြစ်ကြောင်း သဘောတူပါသည်။

၆။ အငှားချထားသော Zone-3 အဆောက်အအုံနှင့်မြေ ကို သုံးစွဲခြင်းအား ကန့်သတ်ခြင်း

ငှားရမ်းသူသည် ဤငှားရမ်းသည့်Zone-3 အဆောက်အအုံနှင့်မြေကို ရုပ်မြင်သံကြားအစီအစဉ် ထုတ်လုပ်ရန်နှင့် ရုပ်မြင်သံကြားနှင့် အသံထုတ်လွှင့်ခြင်း၊ မီဒီယာလုပ်ငန်းနှင့် ဆက်စပ်သော သတင်းအချက်အလက်

ဖြန့်ဖြူး ရေးလုပ်ငန်းအတွက်သာ အသုံးပြုရန်ဖြစ်ပါသည်။ အငှားချထားသူမှ ခွင့်မပြုသည့်လုပ်ငန်းနှင့် ဥပဒေနှင့် ဆန့်ကျင်သော လုပ်ငန်းများလုပ်ဆောင်ခြင်း မပြုရန် သဘောတူပါသည်။

၇။ ပြဋ္ဌာန်းဥပဒေများကို လိုက်နာရခြင်း

ဤငှားရမ်းသည့် စာချုပ်သက်တမ်းအတွင်း ငှားယူသူသည် မြန်မာနိုင်ငံ၏ ပြဋ္ဌာန်းဥပဒေ၊ နည်းဥပဒေ၊ အခါအားလျော်စွာ ထုတ်ပြန်သည့် အမိန့်၊ ညွှန်ကြားချက်များကို လိုက်နာရန် သဘောတူပြီး ပျက်ကွက်မှုတစ်စုံတစ်ရာရှိပါက ဤငှားရမ်းသည့် စာချုပ်ပျက်ပြယ်သည်ဟု မှတ်ယူရမည်။ ငှားရမ်းသူသည် အခါအားလျော်စွာ ထုတ်ပြန်မည့်လိုင်စင်၊ ခွင့်ပြုမိန့်နှင့် ဉာဏပစ္စည်းဆိုင်ရာ ခွင့်ပြုချက်များကို အပြည့်အဝရယူရမည်ဖြစ်ပြီး၊ တရားရုံးတစ်စုံတစ်ရာမှ ဆုံးဖြတ်ခြင်းကြောင့် မြေနှင့် အဆောက်အဦးပိုင်ရှင်တွင် နစ်နာမှုတစ်စုံတစ်ရာရှိပါ က ငှားရမ်းသူမှ ပေးလျော်ရန် သဘောတူပါသည်။

၈။ ဆိုင်းဘုတ်အမှတ်အသားတပ်ဆင်ခြင်း

အငှားချထားသူ၏ စာဖြင့်ကြိုတင်ခွင့်ပြုချက်ရယူခြင်းမရှိဘဲ အငှားချထားသူသည် မည်သည့်ဆိုင်းဘုတ်၊ အမှတ်အသားတံဆိပ်၊ ကြော်ငြာဆိုင်းဘုတ်စသည်များကို အငှားချထားသည့် ဥပစာမှ မြင်သာသောနေရာတွင် ဖော်ထုတ်ပြသခြင်းမပြုရန် သဘောတူပါသည်။

၉။ အငှားချထားသူ၏ Zone-3 အဆောက်အအုံနှင့်မြေအတွင်း ဝင်ထွက်ပိုင်ခွင့်

အငှားချထားသူသည် ငှားရမ်းထားသည့် Zone-3 အဆောက်အအုံနှင့်မြေ အတွင်းသို့ မည်သည့်အချိန်မဆို ကြည့်ရှု စစ်ဆေးနိုင်ရန် အငှားချထားသူကိုယ်တိုင်ဖြစ်စေ၊ အငှားချထားသူ၏ ကိုယ်စားလှယ်ကိုဖြစ်စေ ဝင်ရောက်ခွင့် ပြုရန် ငှားယူသူမှ သဘောတူပါသည်။

၁၀။ စာချုပ်သက်တမ်းကုန်ပြီးနောက် အဆောက်အအုံနှင့်မြေ တိုးချဲ့ပြုပြင်မှုများ

လုပ်ငန်း၏ သဘာဝနှင့် လိုအပ်ချက်များအရ ငှားယူသူသည် အငှားချထားသူ၏ ခွင့်ပြုချက်ဖြင့် ငှားယူထားသော အဆောက်အအုံကို မိမိစရိတ်ဖြင့် တိုးချဲ့ဆောက်လုပ်ခြင်း၊ ပြုပြင်ခြင်းပြုနိုင်သည်။ ငှားယူသူသည် ထိုသို့ပြုပြင်ထားသော တိုးချဲ့ဆောက်လုပ်ထားသော အဆောက်အအုံများကို စာချုပ်သက်တမ်းကာလကုန်ဆုံးပြီးနောက်တွင် တပ်ဆင်ထားသော ဆိုင်းဘုတ်များ၊ တန်ဆာပလာများ၊ လုပ်ငန်းသုံးပစ္စည်းများမှအပ ကျန်အဆောက်အအုံများကို အငှားချထားသူပိုင်အဖြစ်ထားရှိခဲ့ရန် ငှားယူသူမှ အထူးကိစ္စရပ်အဖြစ် သဘောတူပါသည်။

၁၁။ အငှားချထားသည့် Zone-3 အဆောက်အအုံနှင့်မြေ၏ အခြားစရိတ်များ (UTILITIES)

အငှားချထားသော Zone-3 အဆောက်အအုံနှင့်မြေ အတွက် (သို့) အဆောက်အအုံအတွင်း အသုံးပြုသည့် တယ်လီ ဖုန်းခ၊ လျှပ်စစ်မီတာခ၊ ရေ၊ မိလ္လာခနှင့် အလားတူကုန်ကျစရိတ်များကို ငှားယူသူမှ ပေးဆောင်ရန် သဘော တူပါသည်။ ၎င်းအပြင် အထက်ဖော်ပြပါ အသုံးပြုသော ကိစ္စရပ်အားလုံးနှင့် သက်ဆိုင်သော ဝန်ဆောင် စရိတ်များနှင့် မီးသတ်ဘူးအပါအဝင် အလားတူစရိတ်များကိုလည်း ငှားရမ်းသည့် ကာလအတွင်း ငှားယူသူမှ ပေးဆောင်ကျခံရန် သဘောတူပါသည်။ အငှားချထားသည့် Zone-3 အဆောက်အအုံနှင့်မြေ နှင့်

သက်ဆိုင်သော ထိန်းသိမ်းစရိတ်သည် သာမန်ထိန်းသိမ်းစရိတ်မဟုတ်ဘဲ ငွေလုံးငွေရင်းနှင့် သက်ဆိုင်ပါက အငှားချထားသူ နှင့် တိုက်ရိုက်သက်ဆိုင်ပါက အငှားချထားသူမှ ကျခံရန်နှင့် ငှားယူသူလုပ်ငန်းနှင့် သက်ဆိုင်ပါက ငှားယူသူမှ ကျခံရန်ဖြစ်ပြီး၊ နှစ်ဦးစလုံးနှင့် သက်ဆိုင်သောကိစ္စဖြစ်ပါက စရိတ်ကိုမျှခံရန်ဖြစ်ပြီး၊ မည်သူနှင့် သက်ဆိုင်သည်ကို ကွဲပြားမှုမရှိပါက နှစ်ဖက်ညှိနှိုင်းရန်ဖြစ်ပါသည်။

၁၂။ ပြင်ဆင်ထိန်းသိမ်းခြင်း

ငှားယူသူသည် မိမိအသုံးပြုနေစဉ် စာချုပ်ကာလအတွင်း Zone-3 အဆောက်အအုံနှင့်မြေ ကို မိမိ၏စရိတ်ဖြင့်ပင် ပြင်ဆင်ထိန်းသိမ်းရန် သဘောတူပါသည်။

၁၃။ အာမခံထားရှိခြင်း

ငှားယူသူပိုင်ဆိုင်သော ပစ္စည်းများနှင့် သက်ဆိုင်သည့် အာမခံထားရှိမှု တာဝန်မှာ- ငှားယူသူ၌သာ တာဝန်ရှိကြောင်း သဘောတူပါသည်။

၁၄။ အငှားချထားသူကို တာဝန်ရှိစေမည့် လျော်ကြေးကိစ္စများ

ငှားယူသူသည် အငှားချထားသော Zone-3 အဆောက်အအုံနှင့်မြေ ကို လက်ဝယ်ထားရှိ အသုံးပြုနေစဉ်အတွင်း မိမိ၏ဆောင်ရွက်ချက်ကြောင့်ဖြစ်စေ၊ စာချုပ်ပါ စည်းကမ်းချက်ကို ဖောက်ဖျက်၍ဖြစ်စေ၊ အငှားချထားသူ၏ ပေါ့လျော့မှုကြောင့် (သို့) အကျင့်သိက္ခာပျက်ပြားမှုကြောင့် ဖြစ်ရသည့်ဖြစ်ရပ်များမှတစ်ပါး၊ ပစ္စည်းတစ်စုံတစ် ရာကို ပျက်စီးစေသည့်အခါတွင် (သို့) မှန်တိုင်းကျ၍ ရေလွှမ်းခြင်း၊ လူသေဆုံးခြင်းအစရှိသည့် ဖြစ်ရပ်များ ပေါ်တွင် တတိယအဖွဲ့အစည်း၊ လူပုဂ္ဂိုလ်မှ လျော်ကြေးတောင်းခံလာခြင်းရှိပါက ငှားယူသူအနေဖြင့် (ရှေ့နေရှေ့ရပ်ငှားရမ်းခအပါအဝင်) အငှားချထားသူပေါ်တွင်ဖြစ်စေ၊ အငှားချထားသူ၏ ကိုယ်စားလှယ်၊ အလုပ်သမား၊ အရာရှိတို့အပေါ် အန္တရာယ်ကျရောက်လာခြင်း၊ တရားစွဲဆိုခြင်းခံရခြင်းမျိုး ဖြစ်လာပါက အဆိုပါ အန္တရာယ်မဖြစ်စေရန်နှင့် လျော်ကြေးပေးခြင်းမှ ခုခံကာကွယ်မှုပေးရန် သဘောတူပါသည်။

၁၅။ အငှားချထားသူ၏စီမံခန့်ခွဲခွင့်

ဤစာချုပ်အရငှားယူသူ၏အခွင့်အရေးအားလုံးသည်စာချုပ်သက်တမ်းအတွင်းစာချုပ်ပါအချက်အလက်များအတိုင်းအသုံးပြုခွင့်ရှိသော်လည်းယခုအချိန် (သို့) နောင်တစ်ချိန်တွင်အဆိုပါZone-3 အဆောက် အအုံနှင့်မြေကိုအပေါင်ခံထားရှိသည့်အပေါင်လက်ခံသူတစ်စုံတစ်ဦးမှ
ပေါင်နှံခအတိုးခံစားနေသည့်အခွင့်အရေးကိုမထိခိုက်စေရန်သဘောတူပါသည်။၎င်းပြင်အပေါင်ထားရှိစဉ်တည်ရှိသောအဆောက်အအုံပစ္စည်းတစ်စုံတစ်ရာကိုလည်းမူလထားရှိသည့်အတိုင်းရှိသည်ကိုအသိအမှတ်ပြုလက်ခံရန်သဘောတူပါသည်။

၁၆။ အခွန်အခများ

အငှားချထားသည့်Zone-3 အဆောက်အအုံနှင့်မြေ နှင့်သက်ဆိုင်သော အခွန်စည်းကြပ်ခြင်း၊ အခွန်ဆောင်ခြင်း စသည်များကိုအငှားချထားသူနှင့် တိုက်ရိုက်ပတ်သက်သော အခွန်မှအပ ငှားယူသူမှ ပေးသွင်းရန်ရှိသော အခွန်အခများကို သတ်မှတ်သည့်အချိန်အတွင်း ချက်ချင်းပေးသွင်းရမည်။ ၎င်းပြင်ငှားယူသူသည်အခွန်နှင့်သက်ဆိုင်သောဥပဒေရေးရာကိစ္စများကိုသက်ဆိုင်ရာအခွန်အာဏာပိုင်များနှင့် ညှိနှိုင်းပြောဆိုခွင့်ရှိစေရမည်။သို့ရာတွင်မည်သည့်အကြောင်းနှင့်မဆိုအငှားချထားသည့်ကာလအတွင်းပေါ်ပေါ က်လာသောငှားယူသူတာဝန်ရှိသည့် အခွန်အခများကို ပေးဆောင်ရန်အငှားချထားသူအပေါ် တာဝန်မရှိ စေရ။

၁၇။ တာဝန်ပျက်ကွက်မှုနှင့် ပြန်လည်ကုစားမှုပြုခြင်း

ငှားယူသူဖက်မှ
အောက်ပါအဖြစ်အပျက်များအနက်တစ်ခုခုဖြစ်ပါကငှားယူသူ၏ပျက်ကွက်မှုဟုသတ်မှတ်ရမည်-

(က) အချိန်ကျရောက်၍ ပေးရမည့်ငှားရမ်းခကိုပေးရန်ပျက်ကွက်ခြင်း၊

(ခ) ဤစာချုပ်ပါခွင့်ပြုသောလုပ်ငန်းများမှအပအငှားချထားသူ၏ ခွင့်ပြုချက်မရှိပဲ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း၊

(ဂ) အငှားချထားသည့် Zone-3 အဆောက်အအုံနှင့်မြေ မှငှားယူသူသည်အကြောင်းကြားခြင်းမရှိပဲ စွန့်ခွာသွားခြင်း၊အပြီးတိုင်ပြောင်းရွှေ့သွားခြင်း၊

(ဃ) ဤစာချုပ်ပါအဓိကကျသော ပြဋ္ဌာန်းချက်၊စည်းကမ်းချက်၊သတ်မှတ်ချက်များကို ဖောက်ဖျက်ခြင်း။

အထက်ဖော်ပြပါ ဖြစ်ရပ်များရှိပါကအငှားချထားသူသည် ဤစာချုပ်အပိုဒ်(၄)ပါ ငှားယူသူ၏ လိပ်စာသို့အကြောင်းကြားစာ ပေးပို့ရမည်။ ပျက်ကွက်မှုသည်ငှားရမ်းခ ပေးရန်ပျက်ကွက်ခြင်းဖြစ်ပါ ကအကြောင်းကြားစာရပြီး (၃)ရက်အတွင်းအငှားချထားသူသို့ ပေးရမည်။ ကျန်ရှိသောပျက်ကွက် မှုမျိုးဖြစ်ပါကငှားယူသူသည် (၁၅)ရက်အတွင်း ဖြေရှင်းပေးရမည်။အဆိုပါပျက်ကွက်မှုမျိုး နောက်တစ်ကြိမ် ဖြစ်ပါက အငှားချထားသူသည် ဖြေရှင်းရန်အခွင့်အရေးပေးမည်မဟုတ် ကြောင်းငှား ယူသူမှသိရှိသဘောတူ ပါသည်။အခွင့်အရေးပေးသည့် (၁၅)ရက်အတွင်းလိုက်နာပြုပြင်ဆောင်ရွက်ခြင်းမရှိပါက အငှားချထားသူ အနေဖြင့်သင့်တင့်မျှတသောအရေးယူမှုနှင့်ဥပဒေနှင့်အညီ ဆောင်ရွက်မည်ဖြစ်ပါသည်။ ငှားယူသူ၏ ပျက်ကွက် မှုတစ်စုံတစ်ရာကြောင့်အငှားချထားသူတွင်နစ်နာမှုပေါ်ပေါက်ပါက လျော်ကြေးပေး ရမည့်အပြင် ပြန်လည်ပြင်ဆင်ရန်ကုန်ကျသမျှကိုငှားယူသူမှအပြည့်အဝ ပြန်လည်ပေးဆပ်ရန်သဘောတူပါသည်။

၁၈။ အငှားချထားသောဥပစာအရည်အသွေးကျဆင်းခြင်း

အငှားချထားသည့်ဥပစာသည်ပတ်ဝန်းကျင်အနေအထားအရလည်းကောင်း၊ဥပဒေတစ်ရပ်ရပ်အရဥပစာ၏တ စ်ခုလုံးဖြစ်စေ၊တစ်စိတ်တစ်ဒေသဖြစ်စေငှားယူသူသုံးစွဲမရသောအနေအထားမျိုးဖြစ်ပေါ်ပါကငှားယူသူသည်အ ငှားချထားခြင်းကိုပယ်ဖျက်နိုင်သည်။ဥပစာ၏တစ်စိတ်တစ်ပိုင်းသာဆုံးရှုံး၍ကျန်အသုံးပြု၍ရသောဥပစာပေါ်

တွင်ငှားယူသူမှလိုလားပါကငှားရမ်းခကိုအငှားချထားသူနှင့်ညှိနှိုင်း၍ငှားရမ်းခကိုပြင်ဆင်သတ်မှတ်ကာ အငှားချထားမှုကို ဆက်လက်ဆောင်ရွက်ရန်သဘောတူပါသည်။

၁၉။ ဥပစာကိုအမြဲသန့်ရှင်းစေရန် ဆောင်ရွက်ထားရှိခြင်း

ငှားယူသူသည်အငှားချထားသည့်ဥပစာကို ကြောင်းကျိုးဆီလျော်သင့်တင့်သော အနေအထားအထိ သန့်ရှင်းစေရန်အမှိုက်သရိုက်များရှင်းလင်းခြင်း၊အသုံးမလိုသောအကျိုးအပဲ့ပစ္စည်းများ၊ကတ်ထူပုံးလွတ်များနှင့် စွန့်ပစ်ပစ္စည်းများကိုသိုလှောင်ခြင်းနှင့်အမြင်မသင့် လျော်သောအရာများကိုထားရှိခြင်းမပြုရန်သဘောတူပါသည်။

၂၀။ ဥပစာပျက်စီးခြင်း

ဥပစာကိုအငှားချထားသည့်ကာလကုန်ဆုံး၍ဖြစ်စေ၊အငှားချထားသည့်ကာလအတွင်းဖြစ်စေ၊ဥပစာကိုပျက်စီး စေပါကငှားယူသူအနေဖြင့်အာမခံထားရှိ၍ဆုံးရှုံးမှုကိုကုစားနိုင်သည့်တိုင်ဥပစာကိုမူလအနေအထားဖြစ်စေရန် ပြန်လည်တည်ဆောက်ပေးရမည်။၎င်းအကျိုးဆက်ကြောင့်ငှားရမ်းခြင်းကိုမထိခိုက်စေရပါ။

၂၁။ ဥပစာငှားရမ်းခ ပေးချေရန် နောက်ကျခြင်း

အငှားချထားသည့်ဥပစာငှားရမ်းခကို ပေးချေရန်အချိန်စေ့ရောက်၍ ပေးဆောင်ခြင်းမရှိဘဲ အကြောင်း အကျိုးခိုင်လုံမှုမရှိဘဲ (၇)ရက် ထက်ပို၍နောက်ကျပါကငှားရမ်းခတစ်လစာ၏ ၁% ကိုဒဏ်ကြေး အဖြစ် ငှားယူသူမှအငှားချထားသူသို့ငှားရမ်းခနှင့်အတူ ပေးချေရမည်။

၂၂။ ငှားရမ်းခသက်တမ်းတိုးခြင်း

ဥပစာငှားရမ်းသည့်သက်တမ်းကုန်ဆုံး၍ထပ်မံငှားရမ်းလိုပါကငှားယူသူသည်သက်တမ်းမကုန်ဆုံးမီရက်(၉၀) ကြိုတင်၍အငှားချထားသူကိုအကြောင်းကြားသိစေပြီး၊ငှားရမ်းခကိုနှစ်ဖက်ညှိနှိုင်း၍သတ်မှတ်ကြရန်ဖြစ်ပါ သည်။

၂၃။ လူမွဲအဖြစ် ကြော်ငြာခံရခြင်း

မြန်မာနိုင်ငံ၏ဥပဒေတစ်ရပ်ရပ်အရဖြစ်စေ၊တရားရုံးတစ်ခုခု၏ဆုံးဖြတ်ချက်ကြောင့်ဖြစ်စေငှားယူသူသည် လူမွဲဖြစ်ကြောင်း ကြော်ငြာခြင်းခံရပါက ကြွေးရှင်များနှင့် ဖြေရှင်းရန်ပစ္စည်းထိန်းခန့်ထား သည့်အခါ ပစ္စည်းထိန်းခန့် ထားသည့်ရက်မှရက်(၉၀) အတွင်းငှားယူသူသည်ဥပစာမှ ထွက်ခွာသွားခြင်း မပြုဘဲအငှားချ ထားသူမှအငှားစာချုပ် ရပ်စဲပြီးဖြစ်ကြောင်းနှင့်ဥပစာကိုမည်သည့်ရက်တွင် ပြန်အပ်ပါဟုအကြောင်းကြား သည့်အခါ ပြန်လည်လွှဲပြောင်းအပ်နှံရန်သဘောတူပါသည်။

၂၄။ အငှားချထားမှုရပ်စဲခြင်း

ဤစာချုပ်အရဥပစာကိုငှားယူသူသည်မလွန်ဆန်နိုင်သောကိစ္စကြောင့်ပျက်စီးခြင်းမှလွဲ၍ဥပစာကိုမူလစာချုပ်စတင်စဉ်ကအနေအထားအတိုင်း ပြန်လည်လွှဲပြောင်းအပ်နှံရန်ဖြစ်သည်။

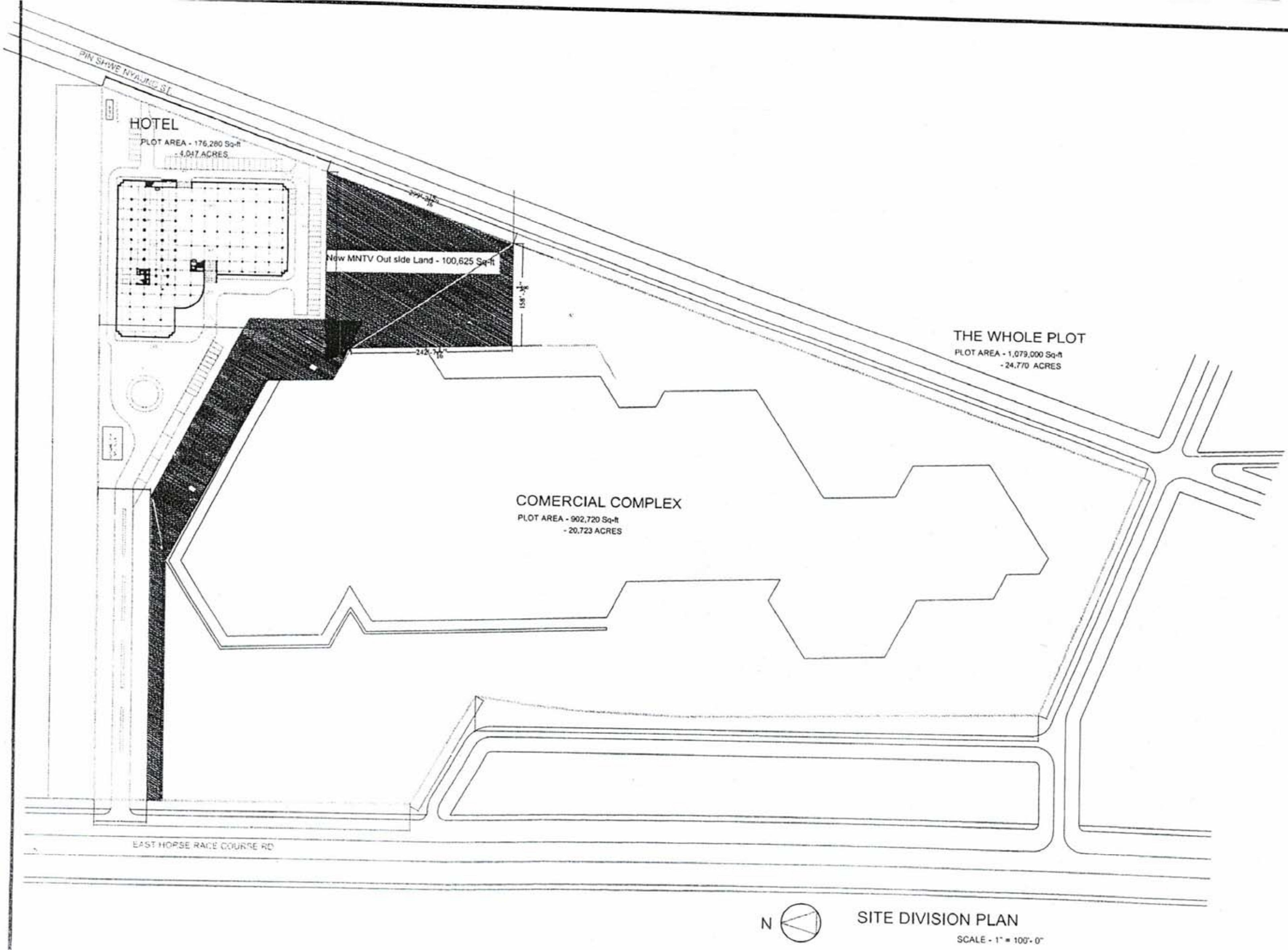
အထက်ဖော်ပြပါအချက်အလက်များကိုသိရှိပြီး
အောက်ပါသက်သေများရှေ့တွင်စာချုပ်ဝင်နှစ်ဦးဖြစ်သည့်အငှားချထားသူနှင့်ငှားယူသူတို့သည်ဤစာချုပ်ကိုလက်မှတ်ရေးထိုးအတည်ပြုပါသည်။

အငှားချထားသူ	ငှားယူသူ
အသိသက်သေ(၁)	အသိသက်သေ(၂)

New MNTV Area of Shwe Htut Tin

Item	Location	Area(Sq ft)	Area(Sq Meater)
1	Zone 3 Ground Floor	95,800	
2	Zone 3 First Floor	40,244	
3	Zone 3 Second Floor	35,373	
4	Zone 3 Third Floor	32,725	
	Total Area(Building)	**204,142**	18,965

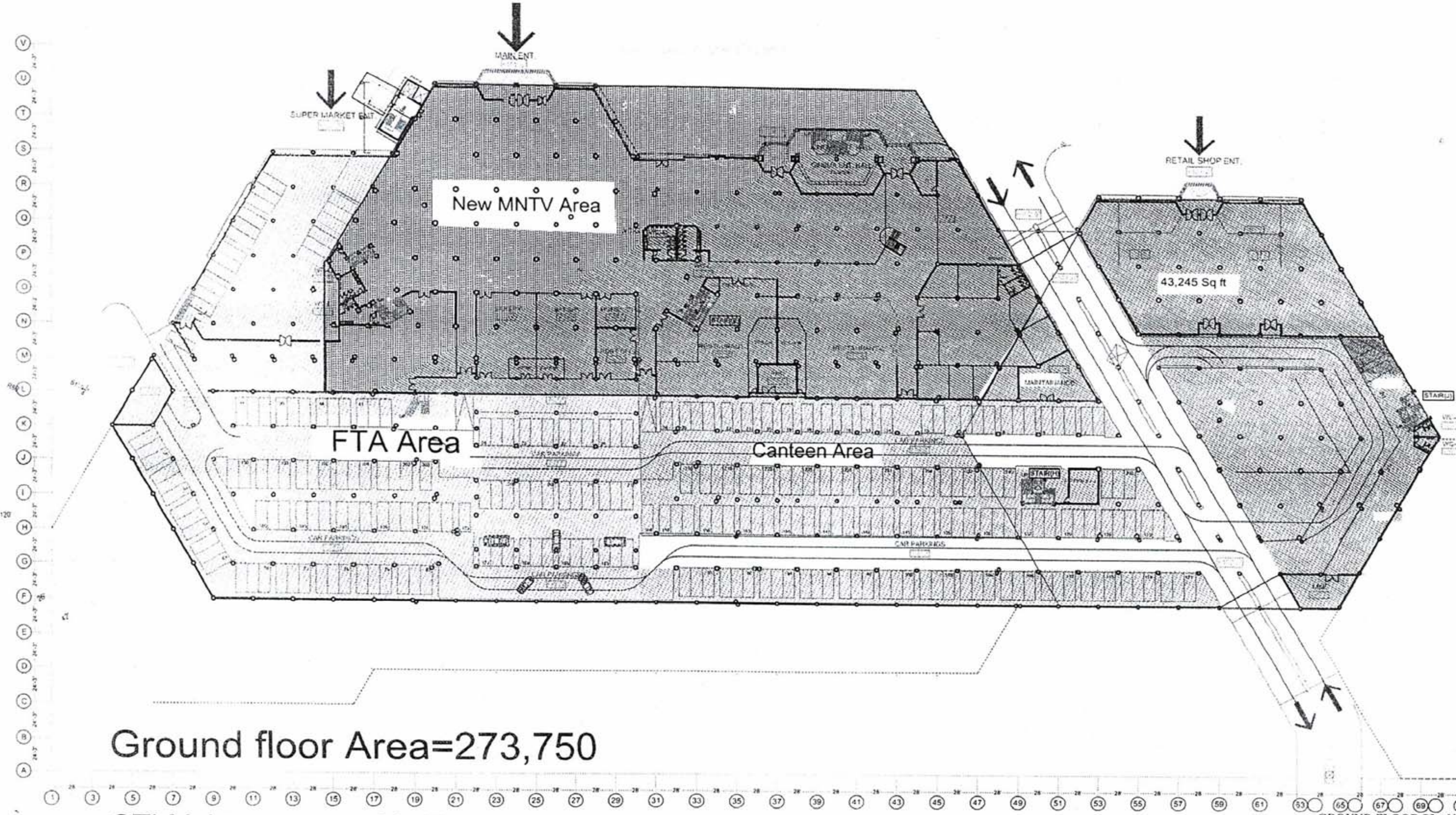
	New MNTV Out Side Land Area	**100,625**	9,348



SITE DIVISION PLAN

SCALE - 1" = 100'- 0"

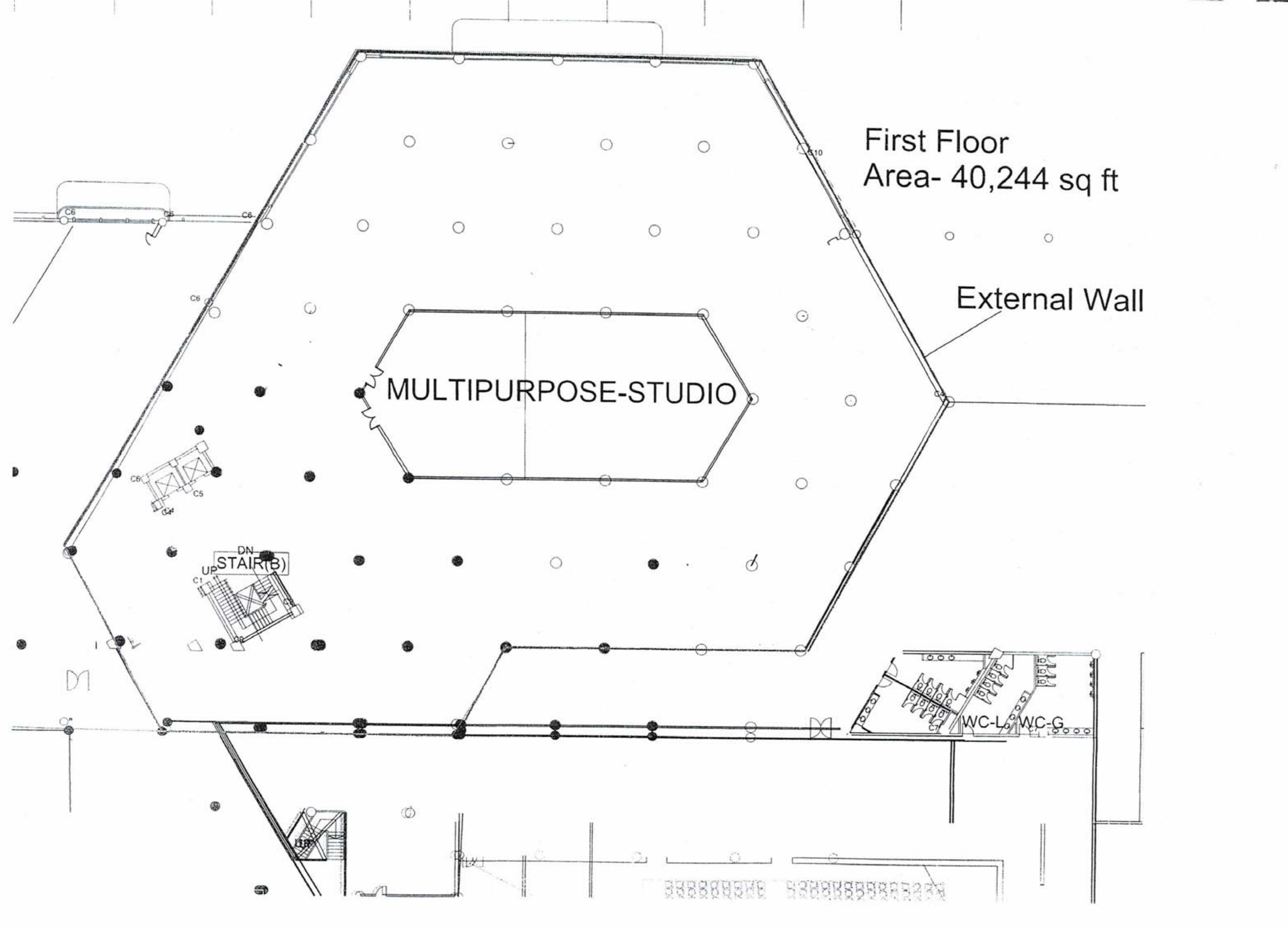
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

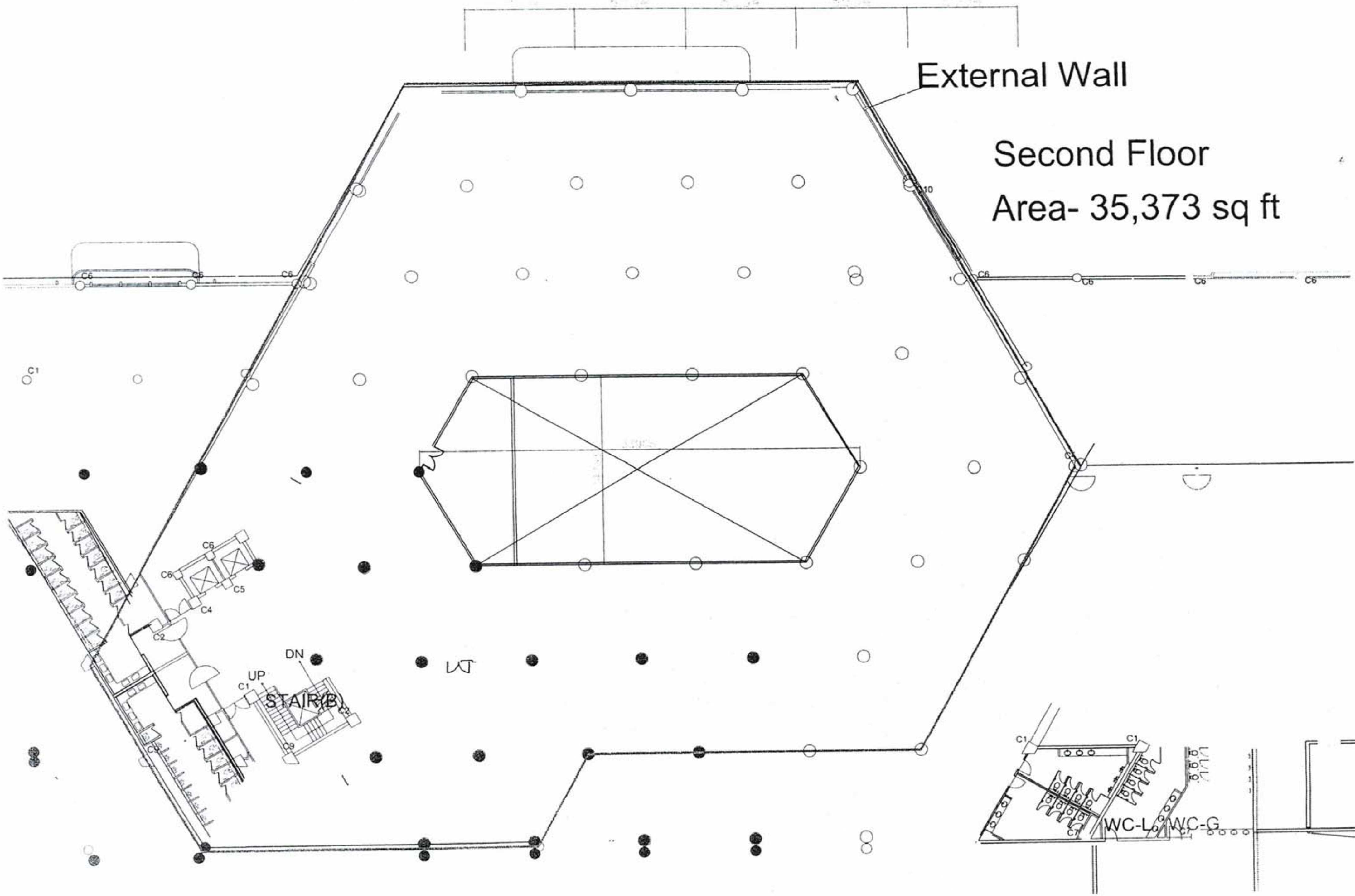


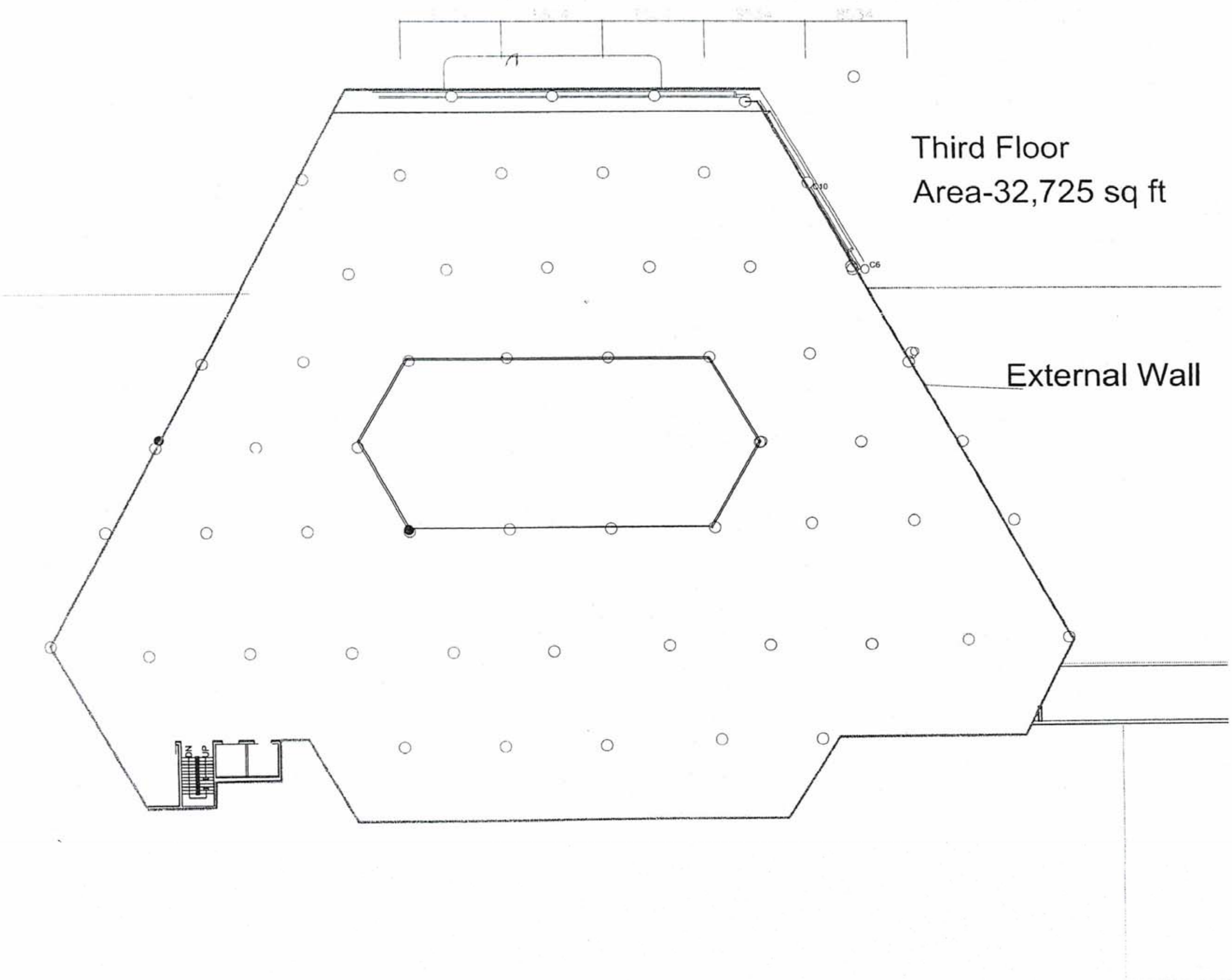
Ground floor Area=273,750

STLM Area =89,127
New MNTV Area =95,800
FTA Area =65,624
Canteen & Other =23,199

- STLM Application Area
- STLM Car Parking
- FTA Area
- New MNTV Area
- Canteen & other Area


First Floor
Area- 40,244 sq ft
External Wall
MULTIPURPOSE-STUDIO
STAIR(B)
DN
UP
WC-L
WC-G


External Wall
Second Floor
Area- 35,373 sq ft
C6
C1
C2
C4
C5
C9
DN
UP
STAIR(B)
WC-L
WC-G
C7


Third Floor
Area-32,725 sq ft
External Wall
C10
C6
DN
UP

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်-၀၁၁/MIC/၂၀၁၈/၀၀၅/DVCO
ရက်စွဲ - ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ မြေကြီးငှားရမ်းခ နှုန်းထားတင်ပြခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ အဆိုပါလုပ်ငန်းဆောင်ရွက်မည့်မြေနေရာ ငှားရမ်းခနှုန်းထားများအားတင်ပြအပ်ပါသည်။

(၁) တည်နေရာ - Block အမှတ် (၁၄-D)၊ Plot အမှတ်(၅၁-B2)
မာလာနွယ်လမ်းနှင့်ပင်ရွှေညောင်လမ်းတောင့်၊ကျိုက္ကဆံရပ်ကွက်၊
တာမွေမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(၂) အကျယ်အဝန်း - (၄)ထပ်အဆောက်အအုံ (၂၀၄,၁၄၂)စတုရန်းပေ နှင့်
ဆက်စပ်သောမြေကွက်(၁၀၀,၆၂၅)စတုရန်းပေ
စုစုပေါင်း စတုရန်းပေ = ၃၀၄,၇၆၇

(၃) တလငှားရမ်းခ - 24,000,000/-

(၄) တနှစ်ငှားရမ်းခ - 288,000,000/-

(၅) ငှားရမ်းခကျသင့်ငွေ

ငှားရမ်းခကျသင့်ငွေ	(တလငှားခ)(ကျပ်)	(တနှစ်ငှားခ)(ကျပ်)
304,767 Sqft	24,000,000	288,000,000
1 Sqft	79	945

လေးစားစွာဖြင့်

မိတ္တူကို- ရုံးလက်ခံ

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

SHWE THAN LWIN MEDIA COMPANY LIMITED

FINANCIAL STATEMENTS

AS AT MARCH 31,2017 AND FOR THE YEAR ENDED

SHWE THAN LWIN MEDIA COMPANY LIMITED

No.262, Yarzadirit Housing, Lower Pazundaung Road, Botahtaung Tsp., Yangon, Myanmar.

STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR SHWE THAN LWIN MEDIA COMPANY LIMITED

It is the responsibility of the management to prepare the financial statements which give a true and fair view of the financial position of Shwe Than Lwin Media Company Limited as of March 31, 2017 and the statements of comprehensive income, statement of changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes. In preparing these financial statements, the management is required to:

- Select suitable accounting policies and then apply them consistently; and
- Make judgments and estimates that are reasonable and prudent.

The management is responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the Shwe Than Lwin Media Co.,Ltd. We have general responsibility for taking such steps as are reasonably open to us to safeguard the assets of the company and to prevent and detect fraud and other irregularities.

On behalf of Management

(Aung Kyaw Myint)
Chief Finance Officer (CFO)
Shwe Than Lwin Media

ZIN & FRIENDS AUDIT FIRM
AUDITOR ,ACCOUNTANT & FINANCIAL CONSULTANT
No.295,1ST FLOOR,CORNER OF AHNAWRAHTAR ROAD & 5ST STREET,LANMADAW TOWNSHIP,YANGON (PH;09 4200 99 356 ,09 7313 9726),Email - zinfriends.zinwai@gmail.com

INDEPENDENT AUDIT'S REPORT

To the members of Shwe Than Lwin Media Company Limited

Report on the Financial Statements

We have audited the accompanying financial statements of Shwe Than Lwin Media Company Limited which comprise the statement of financial position as at March 31, 2017, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Myanmar Financial Reporting Standard (MFRS) and the provisions of the Myanmar Companies Act. This responsibility includes: designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Myanmar Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing and opinion on the effectiveness of the entity's internal control. An audit also includes evaluation the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluation the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

ZIN & FRIENDS AUDIT FIRM
AUDITOR ,ACCOUNTANT & FINANCIAL CONSULTANT
No.295,1ST FLOOR,CORNER OF AHNAWRAHTAR ROAD & 5ST STREET,LANMADAW TOWNSHIP,YANGON (PH;09 4200 99 356 ,09 7313 9726),Email - *zinfriends.zinwai@gmail.com*

Opinion

In our opinion, the financial statements give a true and fair view of the financial position of **Shwe Than Lwin Media Company Limited** as of March 31,2017, and of its financial performance and its cash flows for the year then ended in accordance with MFRS and the provision of the Myanmar Companies Act.

Report on Other Legal and Regulatory Requirements

In accordance with the provisions of the Myanmar Companies Act, we also report that:

(I) we have obtained all the information and explanations we have required; and

(II) books of account have been maintained by the Company as required by Section 130 of the Act.

ZIN WAI B Com;C.P.A(210)
CERTIFED PUBLIC ACCOUNTANT
ZIN &FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED

OPERATING , PROFIT & LOSS ACCOUNT FOR THE YEAR ENDED 31ST MARCH, 2017

		KYAT	KYAT
INCOME	**Note -1**		46,170,663,940.23
Sale of Goods		8,812,273,345.71	
Rendering of Services		37,358,390,594.51	
Less; OPERATING EXPENSES			
Cost of Sales	**Sch-1**		(3,855,140,209.92)
Direct Expenses	**Note-2**		(21,413,700,082.91)
GROSS PROFIT / (LOSS)			20,901,823,647.40
Less; EXPENSES			(14,854,756,090.40)
Administrative Expenses	**Note-3**	(10,577,735,395.32)	
Selling and Distribution Expenses	**Note-4**	(340,207,676.00)	
Financial Expense	**Note-5**	(3,936,813,019.08)	
NET PROFIT (Before Tax)			6,047,067,557.00
INCOME TAX			(1,511,766,889.25)
NET PROFIT (After Tax)			4,535,300,667.75

ZIN WAI B Com;C.P.A(210)
CERTIFED PUBLIC ACCOUNTANT
ZIN &FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED

STATEMENT OF FINANCIAL POSITION

AS AT 31ST MARCH ; 2017

		KYAT	KYAT
ASSETS			
NON-CURRENT ASSETS			25,443,239,893.54
Property, Plant & Equipment	Sch-2	22,133,383,384.22	
Less: Accumulated Depreciation	Sch-2	(8,518,816,053.25)	
PRELIMINARY EXPENSES		1,200,000.00	
DEFERRED EXPENDITURE	Sch-3	11,827,472,562.57	
CURRENT ASSETS			8,543,186,259.36
Advance Tax	Note-6	3,598,326,851.16	
Closing Stock	Sch-1	675,948,574.96	
Advance & Prepaid	Note-7	528,349,842.84	
Accounts Receivable	Note-8	2,884,197,028.56	
Cash at Bank(USD) 79305.20		108,013,682.40	
Cash In Hand (Kyats)		420,610,550.90	
Cash at Bank (Kyats)		327,739,728.54	
TOTAL ASSETS			33,986,426,152.90
EQUITY & LIABILITIES			
EQUITY			
Authorized Capital			100,000,000,000.00
(1,000,000 Shares@Ks 100,000 each)			
Issued & Paid Up Capital			
(250,000 Shares@Ks 100,000 each)			25,000,000,000.00
RETAINED EARNING			5,096,626,066.64
Net Profit (Up to 2015-16)		15,461,325,398.89	
Current Year Profit		4,535,300,667.75	
Dividends		(14,900,000,000.00)	
CURRENT LIABILITIES			3,889,800,086.26
Provision for Taxation		1,511,766,889.25	
Accounts Payable (CT)		2,308,533,197.01	
Advance Receipt from Customers		69,500,000.00	
TOTAL EQUITY & LIABILITIES			33,986,426,152.90

ZIN WAI B.Com.C.P.A(210)

CERTIFED PUBLIC ACCOUNTANT

SHWE THAN LWIN MEDIA COMPANY LIMITED

STATEMENT OF CASH FLOW

FOR THE YEAR ENDED MARCH 31, 2017

	Kyats
1 Cash Flow From Operating Activities	
Net Income	4,535,300,667.75
Add: Depreciation	2,235,683,722.01
	6,770,984,389.77
Working Capital Changes	
Decrase In Deferred Expenditure	1,314,163,618.06
Increase In Inventory	(118,182,403.08)
Increase In Advance & Prepaid	(372,734,573.84)
Decrase In Accounts Receivable	1,052,801,745.26
Increase In Advance tax	(1,771,390,867.74)
Decrease In Tax Provision	(489,512,590.52)
Decrase In Advance Received	(1,268,638,986.00)
Increase In Payable account	468,159,424.34
Net Cash Flow from Operatiing Activities	**5,585,649,756.25**
2 Cash Flow from Investment Activities	
Purchase of Property,Plant and Equipment	(5,282,224,802.72)
Net cash Used In Investing Activities	**(5,282,224,802.72)**
3 Cash Flow from Financing Activities	**0**
4 Net cash Flow	303,424,953.52
5 Opening Cash & Bank	552,939,008.32
6 Closing Cash & Bank	**856,363,961.84**

ZIN WAI B Com;C.P.A(210)
CERTIFED PUBLIC ACCOUNTANT
ZIN &FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED MARCH 31,2017

Currency - Myanmar Kyat

Particular	Share Capital	Retained Profit	Total Equity
As At April 1,2016	25,000,000,000	15,451,186,080	40,451,186,080
Paid-up Capital			-
Net Profit For The Year		4,535,300,668	4,535,300,668
			-
Total	25,000,000,000	19,986,486,748	44,986,486,748

ZIN WAI B Com;C.P.A(210)
CERTIFED PUBLIC ACCOUNTANT
ZIN &FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

Note (1)

Revenue	KYAT	KYAT
Sale of Goods		8,812,273,345.71
Sales(Set top box)	6,887,286,000.00	
Prepaid Card	2,118,667,900.00	
Smart Card	11,680,000.00	
C Band Complete Set	137,496,450.00	
Ku Band Complete set	91,232,563.00	
Accessories	6,524,100.00	
Commercial Tax	(440,613,667.29)	
Rendering of Services	-	37,358,390,594.51
KU Internet Service	4,053,426,177.00	
VOIP Service	46,996,025.00	
C Band Internet Services	1,515,092,651.00	
Subscription Fees	20,256,321,635.24	
CATV Income	71,113,700.00	
Income Received from Repaired KU Equipment	3,243,906.00	
Installation Charges	5,332,390.00	
Income from advertisement	7,971,653,635.00	
Income from Bandwidth Service	5,251,478,382.00	
Interest Received	51,651,623.00	
Commercial Tax	(1,867,919,529.73)	
Total	46,170,663,940.23	46,170,663,940.23

SHWE THAN LWIN MEDIA COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

Note (2)

Direct Expenses

	KYAT
Shooting Local	1,610,847,943.00
Shooting Oversea	12,631,345.00
Infrastructure	1,723,966,660.00
Movie and Program	11,935,471,093.91
Award Program	6,580,920.00
Professional Fees	38,216,300.00
Seminar and Training	16,868,869.00
Business Supplies	55,614,098.00
Internet Streaming	34,030,179.00
Reporter Expenditure	12,024,800.00
Internet Back-bone Expenses	910,873,600.00
Bandwidth hiring	3,464,013,025.00
Transponder Service Fees	1,584,267,300.00
Metro Ethernet Service Charges	6,853,950.00
Website Expenses	1,440,000.00
Total	21,413,700,082.91

SHWE THAN LWIN MEDIA COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

Note(3)

Administration

	KYAT
Internet and Email	
Fuel and Lubricant	87,577,841.00
Electricity charges	120,009,282.00
Electricity Supplies	598,400,977.00
Rental Charges Vehicle	62,190,955.00
Entertainment	306,671,200.00
General Expenses	154,917,519.00
Labor Charges	5,740,465.00
Library Book	6,633,448.00
Newspaper and Periodical	3,000,000.00
Office Supplies	1,589,950.00
Postage &nCourier Charges	69,702,546.00
Printing and Stationery	23,588,520.00
Staff Benefit	25,986,623.00
Staff Uniform & Badges	86,925,032.00
Registration expenses	65,845,500.00
Other tax and dues	807,912.00
Licence & Permit	3,503,506.00
Staff Welfare	7,532,000.00
Meal Allowance	22,512,469.00
Telephone Expenses	78,483,263.00
Transportation Charges	26,700,965.00
Car Expenses	5,022,500.00
Salary	7,007,847.00
Social Security Fees 3%	8,006,789,087.00
Gift and Donation	159,582,065.00
Travelling Charges	107,030,593.00
Repair and Maintenance(Building)	409,687,069.00
Repair and Maintenance(Vehicle)	43,639,099.32
Repair and Maintenance(Electrical)	64,132,092.00
Repair and Maintenance(Office Equipment)	3,113,550.00
Total	13,411,520.00
	10,577,735,395.32

Note (4)

Selling and Distribution

Advertising	
Promotion Expenses	168,523,896.00
Marketing Expense	133,840,771.00
Commission and Discount	2,289,005.00
Total	35,554,004.00
	340,207,676.00

Note (5)

Financial Expenses

	KYAT
Audit Fees	
Deferred Expense	1,000,000.00
Depreciation	1,314,163,618.06
Bank Charges	2,235,683,722.01
loan Interest	61,662,382.00
Foreign Exchange Gain	252,939,077.00
	71,364,220.00
Total	3,936,813,019.08
Grand Total	
	36,268,456,173.31

SHWE THAN LWIN MEDIA COMPANY LIMITED

NOTE TO THE ACCOUNT FOR THE YEAR ENDED 31stMARCH 2017

Note (6)

D1ADVANCE TAX FOR 2016-2017

COMMERCIAL TAX

MONTHLY COMMERCIAL TAX

	CHALEN DATE	AMOUNT	PERIOD
##	26-Jul-16	300,000,000	April,May , June
MI	10-Oct-16	100,000,000	July,August ,Sep
	2-Nov-16	200,000,000	Oct
	2-Dec-16	200,000,000	Nov
	6-Jan-17	489,011,512	Dec
	9-Feb-17	300,000,000	Jan
	7-Mar-17	200,000,000	Feb
	6-Apr-17	300,000,000	March
	Total	2,089,011,512	

INCOME TAX

Quarterly Prepaid Tax	1,390,000,000.00
2% Withholding Tax	
MPS	5,422,933.62
Telenor	101,857,532.58
Advertising	2,801,949.96
Return for Repair	179,900.00
Import 2% Tax	9,053,023.00
Total	1,509,315,339.16
Grand Total	3,598,326,851.16

Note-7

Advance & Prepaid	KYATS
Branch Media Channel	834,750.00
Buddha Channel	906,220.00
Central News Bureau	747,500.00
Central Production	810,000.00
Content	286,000.00
DVD-T2	170,377,249.65
Hadaya Channel	4,880,000.00
Home Channel	5,511,500.00
Maintenance	1,124,300.00
Marketing	10,236,091.25
MDY Bureau	688,000.00
MITV	804,813.99
MNTV	20,429,014.95
Monywa Bureau	456,000.00
Music Production	50,789,560.00
Music Channel	9,347,500.00
Sales and Store	4,892,586.00
Tine Yin thar Channel	3,700,000.00
Transportation	1,413,500.00
Up To Date Channel	6,889,645.00
Sports Channel	2,700,000.00
BED & BOD	10,322,048.00
Movie & Program	34,385,000.00
Plot -16	32,000,000.00
M Biz Channel	4,980,000.00
Office Land & Building Renovation	106,773,184.00
TV Serie Production	42,065,380.00
Total	528,349,842.84

Note -8

Accounts Receivable	
Trade Debtor(DTH)	128,205,880.00
Debtor(KU)	581,074.00
Debtor (Internet Service)	152,690,642.55
Account receivable (Telenor)	324,227,454.01
Performance Bank Guarantee	30,000,000.00
Account Receivable(Advertising)	2,248,491,978.00
Total	2,884,197,028.56

Schedule (1)

SHWE THAN LWIN MEDIA COMPANY LIMITED

COST OF GOOD SOLD STOCK BALANCE (2016-17)

Sr	Particular	Opening Balance		Purchase		Closing Stock		Cost Of Good Sold	
		Qty	Kyat	Qty	Kyat	Qty	Kyat	Qty	Kyat
1	Set Top Box	3,866	103,847,332.20	158,940	2,930,905,300.00	16,268	303,240,395.44	146,538	2,731,512,236.76
2	Dish With Stand	33,414	323,220,973.08	141400	822,853,060.00	28,276	185,376,396.39	146,538	960,697,636.69
3	Smart Card	25,597	69,379,132.68	30000	44,325,000.00	54,564	111,591,494.07	1,033	2,112,638.61
4	Prepaid Card	781,670	7,644,501.78			548,856	5,367,649.61	232,814	2,276,852.17
5	LNB	16,337	15,872,375.72	146400	83,440,553.00	16,199	9,885,705.97	146,538	89,427,222.75
7	User Terminal Complete Set	108	25,796,256.61	100	86,724,400	100	54,096,469.52	108	58,424,187.09
8	C-Band Complete Set	89	12,005,599.81			42	5,665,563.96	47	6,340,035.85
	Tx /RX Attenuator(2pcx/Unit)			50	329,500	46	303,140.00	4	26,360.00
	Icon Serie(UT + Adaptor)			10	2,636,000	-	-	10	2,636,000.00
	BUC+LNB 1.2			20	1,845,200	4	369,040.00	16	1,476,160.00
	Adaptor			10	263,600	2	52,720.00	8	210,880.00
	Total		557,766,171.88		3,973,322,613		675,948,575		3,855,140,209.92

Schedule (2)

SHWE THAN LWIN MEDIA COMPANY LIMITED
FIXED ASSETS AS AT 31ST MARCH, 2017

Sr	Particular	Qty	Original Value			Depreciation				Book Value
			1.4.16	Purchase	Total	Rate	1.4.16	2016-17	Total	
1	Machine & Equipment					10%				
	Machine & Equipment		4,504,037,077.00	3,651,031,492.19	8,155,068,569.19		1,693,837,757.20	815,506,856.92	2,509,344,614.12	5,645,723,955.07
	Computers & Server		546,409,393.00		546,409,393.00		274,930,883.80	54,640,939.30	329,571,823.10	216,837,569.90
	Production & Studio Equipment		1,946,415,522.00	127,865,167.55	2,074,280,689.55		802,691,164.10	207,428,068.96	1,010,119,233.06	1,064,161,456.50
	VoIP Server		151,319,650.00		151,319,650.00		90,271,140.00	15,131,965.00	105,403,105.00	45,916,545.00
	Internet Control Server		95,583,631.00		95,583,631.00		47,791,815.50	9,558,363.10	57,350,178.60	38,233,452.40
	iBill System		39,439,337.00		39,439,337.00		19,719,668.50	3,943,933.70	23,663,602.20	15,775,734.80
	Fibre Connection		10,352,480.00		10,352,480.00		5,176,240.00	1,035,248.00	6,211,488.00	4,140,992.00
	Computer & Software(MBC)		225,486,092.00		225,486,092.00		112,743,046.00	22,548,609.20	135,291,655.20	90,194,436.80
	Other		31,910,317.00	1,518,469.00	33,428,786.00		14,978,697.40	3,342,878.60	18,321,576.00	15,107,210.00
	Playout Server		169,954,400.00		169,954,400.00		50,986,320.00	16,995,440.00	67,981,760.00	101,972,640.00
	Systematically Storage For Programme		18,980,840.00		18,980,840.00		5,694,252.00	1,898,084.00	7,592,336.00	11,388,504.00
	200Meter Tower		226,006,432.00	21,097,000.00	247,103,432.00		67,636,192.80	24,710,343.20	92,346,536.00	154,756,896.00
	Total		7,965,895,171.00	3,801,512,128.74	11,767,407,299.74		3,186,457,177.30	1,176,740,729.97	4,363,197,907.27	7,404,209,392.47
2	Office Furniture		314,752,825.00	173,616,398.23	488,369,223.23	5%	69,586,673.75	24,418,461.16	94,005,134.91	394,364,088.32
	Total		314,752,825.00	173,616,398.23	488,369,223.23		69,586,673.75	24,418,461.16	94,005,134.91	394,364,088.32
3	Office Equipment		5,929,263,529.00	64,648,758.89	5,993,912,287.89	10%	2,072,484,360.70	599,391,228.79	2,671,875,589.49	3,322,036,698.40
	Computer & Accessories		204,884,635.00	129,733,430.84	334,618,065.84	20%	40,976,927.00	66,923,613.17	107,900,540.17	226,717,525.67
	Air Conditioning		19,435,700.00	268,323,810.19	287,759,510.19	10%	1,943,570.00	28,775,951.02	30,719,521.02	257,039,989.17
	Total		6,153,583,864.00	462,705,999.92	6,616,289,863.92		2,115,404,857.70	695,090,792.98	2,810,495,650.68	3,805,794,213.24
4	**Vehicle**		1,527,462,401.00	111,126,170.00	1,638,588,571.00	12.5%	738,153,303.74	204,823,571.38	942,976,875.11	695,611,695.89
	Motor Cycle		2,910,000.00		2,910,000.00	12.5%	758,750.00	363,750.00	1,122,500.00	1,787,500.00
	Total		1,530,372,401.00	111,126,170.00	1,641,498,571.00		738,912,053.74	205,187,321.38	944,099,375.11	697,399,195.89
5	**Electrical Goods**		43,034,744.00		43,034,744.00	6.25%	4,841,408.70	2,689,671.50	7,531,080.20	35,503,663.80
			43,034,744.00	-	43,034,744.00		4,841,408.70	2,689,671.50	7,531,080.20	35,503,663.80
6	**CCTV /**		3,962,000.00	4,326,000.00	8,288,000.00	10%	712,100.00	828,800.00	1,540,900.00	6,747,100.00
	Camera		4,466,660.00		4,466,660.00		893,332.00	446,666.00	1,339,998.00	3,126,662.00
	ရိုက်ကူးရေးပစ္စည်းများ		665,913,782.00	53,801,860.23	719,715,642.23		133,182,756.40	71,971,564.22	205,154,320.62	514,561,321.61
	3D Smart LED 65" TV		-		-		-	-	-	-
	LED TV (28",32",40")	6-U	16,750,393.00		16,750,393.00		1,675,039.30	1,675,039.30	3,350,078.60	13,400,314.40
	Total		691,092,835.00	58,127,860.23	749,220,695.23		136,463,227.70	74,922,069.52	211,385,297.22	537,835,398.01
7	**Telephone**		4,761,500.00	8,204,046.76	12,965,546.76	10%	476,150.00	1,296,554.68	1,772,704.68	11,192,842.08
	Total		4,761,500.00	8,204,046.76	12,965,546.76		476,150.00	1,296,554.68	1,772,704.68	11,192,842.08

Schedule (2)

SHWE THAN LWIN MEDIA COMPANY LIMITED
FIXED ASSETS AS AT 31ST MARCH, 2017

Sr	Particular	Qty	Original Value			Depreciation				Book Value
			1.4.16	Purchase	Total	Rate	1.4.16	2016-17	Total	
8	Generator		29,644,420.00	666,932,198.84	696,576,618.84	6.25%	4,476,738.25	43,536,038.68	48,012,776.93	648,563,841.91
	Transformer (800-kva)									
	UPS 90 KVA									
	Total		29,644,420.00	666,932,198.84	696,576,618.84		4,476,738.25	43,536,038.68	48,012,776.93	648,563,841.91
9	Micro Building (ထစ်ကျွန်း)		5,454,400.00		5,454,400.00	10%	1,909,040.00	545,440.00	2,454,480.00	2,999,920.00
	Building		94,907,143.50		94,907,143.50	10%	18,981,428.70	9,490,714.35	28,472,143.05	66,435,000.45
	Studio Room		17,659,278.00		17,659,278.00	10%	5,623,575.40	1,765,927.80	7,389,503.20	10,269,774.80
	Total		118,020,821.50	-	118,020,821.50		26,514,044.10	11,802,082.15	38,316,126.25	79,704,695.25
	Grand Total		16,851,158,581.50	5,282,224,802.72	22,133,383,384.22		6,283,132,331.24	2,235,683,722.01	8,518,816,053.25	13,614,567,330.97

Schedule (3)

SHWE THAN LWIN MEDIA COMPANY LIMITED

DEFERRED EXPENDITURE

Sr	Particular	1.4.16 Opening	During The Year Charge (10%)	31.3.17 Closing Balance
1	Preliminary Expenses	481,860,660.46	48,186,066.05	433,674,594.41
2	Fibre Connection	49,944,361.54	4,994,436.15	44,949,925.38
3	VoIP Migration Plan	7,852,710.00	785,271.00	7,067,439.00
4	Consultant Fees	113,239,660.33	11,323,966.03	101,915,694.30
5	Training Costs	2,703,533.53	270,353.35	2,433,180.18
6	Local Travelling Expenses (BOD)	8,190,012.32	819,001.23	7,371,011.09
7	Foreign Travelling Expenses (BOD)	23,339,357.94	2,333,935.79	21,005,422.14
8	Local Travelling Expenses (Foreigner)	7,299,610.49	729,961.05	6,569,649.45
9	Foreign Travelling Expenses (Foreigner)	9,081,822.83	908,182.28	8,173,640.55
10	Content Cost	2,488,923,013.25	248,892,301.32	2,240,030,711.92
11	Content Management(Temperance)	31,492,800.00	3,149,280.00	28,343,520.00
12	Translation & Sub-title Fees(Temperance)	596,878,596.68	59,687,859.67	537,190,737.01
13	Reuters News	8,922,960.00	892,296.00	8,030,664.00
14	Channel ID	78,840,621.00	7,884,062.10	70,956,558.90
15	Shooting Expense	570,449,999.81	57,044,999.98	513,404,999.83
16	Play Out Server	33,182,012.77	3,318,201.28	29,863,811.50
17	Movie & Program	8,604,359,260.68	860,435,926.07	7,743,923,334.61
18	Sky Net Garden	88,318.35	8,831.84	79,486.52
19	Tender Expense	1,440,168.66	144,016.87	1,296,151.79
20	Song Composing	1,093,500.00	109,350.00	984,150.00
21	Consultancy Fee	22,453,200.00	2,245,320.00	20,207,880.00
	Total	**13,141,636,180.63**	**1,314,163,618.06**	**11,827,472,562.57**

Import (Purchase) MPS

No	ID		Particular	Qty	Unit Price (USD)	Amount (USD)
	ID No	ID Date				
1	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) 0.84 /1.2 Meter Antenna	100	300.00	30,000.0
2	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) BUC Ku Band	110	110.00	12,100.0
3	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) LNB Ku Band	110	30.00	3,300.0
4	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) OMT/ Feed	100	18.00	1,800.0
5	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) Icon Series (Icon) with Adaptor	110	200.00	22,000.0
6	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) Power Adaptor Installation Accessories for Ku Band Terminal	10	20.00	200.0
7	185718	10/11/2016	B/N Ku Band Terminal (1.2 M Antenna + ODU + LNB) TX/RX Attenuator (2Pcs/Unit)	50	5.00	250.0
				590		69,650.0

Summary

User Terminal Complete Set	100	658	65800
BUC KU Band	10	110	1100
LNB KU Band	10	30	300
Icon Serie(UT + Adaptor)	10	200	2000
Adaptor	10	20	200
Tx /RX Attenuator(2pcx/Unit)	50	5	250
			69650

Import Purchase (DTH)

License		ပစ္စည်းရောက်ရှိမှု			
No.	Particular	ID No.	ID Date	Qty	Amount
		6	7	8	
1	Set Top Box	123055	28.5.16	20,100	291,450.00
	Set Top Box	126579	4.6.16	20,000	290,000.00
	Set Top Box	130633	13.6.16	10,400	150,800.00
	LNB	116749	15.5.16	20,200	9,090.00
	LNB	118146	18.5.16	10,100	4,545.00
	LNB	127975	7.6.16	10,100	4,545.00
	LNB	128466	8.6.16	10,100	4,545.00
	Dish With Stand	116749	15.5.16	20,200	92,920.00
	Dish With Stand	118146	18.5.16	10,100	46,460.00
	Dish With Stand	127975	7.6.16	10,100	46,460.00
	Dish With Stand	128466	8.6.16	10,100	46,460.00
	Smart Card	116749	15.5.16	30,000	37,500.00
2	Set Top Box	168731	9.9.16	4,480	64,960.00
	Set Top Box	175325	24.9.16	3,900	56,550.00
	Set Top Box	177944	30.9.16	11,420	165,590.00
	Set Top Box	177943	30.9.16	10,000	145,000.00
	LNB	165262	1.9.16	10,100	4,545.00
	LNB	165908	2.9.16	5,050	2,272.50
	LNB	178485	1.10.16	5,000	2,250.00
	LNB	182111	11.10.16	10,150	4,567.50
	Dish With Stand	165262	1.9.16	10,100	46,460.00
	Dish With Stand	182111	11.10.16	20,200	92,920.00
3	Set Top Box	191509	3.11.16	12,000	174,000.00
	Set Top Box	196766	16.11.16	18,300	265,350.00
	LNB	182112	11.10.16	5,050	2,272.50
	LNB	187933	25.10.16	10,100	4,545.00
	LNB	199997	29.11.16	15,150	6,817.50
	Dish With Stand	187933	25.10.16	10,100	46,460.00
	Dish With Stand	196766	16.11.16	10,100	46,460.00
	Dish With Stand	199997	29.11.16	10,100	46,460.00
4	Set Top Box	A19388	17.1.17	30,300	439,350.00
	LNB	A12054	30.12.16	10,100	4,545.00
	LNB	A14087	5.1.17	10,100	4,545.00
	LNB	A39919	15.3.17	15,100	6,795.00
	Dish With Stand	A12054	30.12.16	10,100	46,460.00
	Dish With Stand	A14087	5.1.17	10,100	46,460.00
	Dish With Stand	A39919	15.3.17	10,100	46,460.00
	Set Top Box	A69871	2/26/2016	18040	261,580.0
				476,740	3,058,450.00

Summary

	Quantity	Amount(USD)
Receiver	158,940.00	2,304,630.00
LNB	146,400.00	65,880.00
Dish With Stand	141,400.00	650,440.00
Smart Card	30,000.00	37,500.00

IMPORTED FIXED ASSETS

No	ID		Particular	Qty	Unit Price (USD)	Amount (USD)
	No	Date				
1	572315	3/22/2016	Harmonic PVR-8100	2	2,500.00	5,000.00
4	109205	5/3/2016	Student Desk & Chair	150	20.00	3,000.00
5	109205	5/3/2016	Plam Mattress	4	120.00	480.00
17	502038	6/9/2016	HDMI Cable and Connector (3 Pkg)	1		518.33
24	539553	9/26/2016	B/N Multiview Monitoring System	1	50,000.00	50,000.00
25	179289	9/27/2016	B/N Analog DVB-T2 TV Transmitter (High	6	100,000.00	600,000.00
26	179289	9/27/2016	B/N Analog DVB-T2 TV Transmitter (High	18	72,000.00	1,296,000.00
27	179289	9/27/2016	B/N Analog DVB-T2 TV Transmitter (High	6	67,000.00	402,000.00
41	MA0009022380	10/21/2016	B / N Cable & Connector 75 Ohm	914.4	1.70	1,554.48
42	MA0009022380	10/21/2016	B / N Cable & Connector Multi-	304.8	1.65	502.92
43	MA0009022380	10/21/2016	B / N Cable & Connector Two-	2000	0.58	1,160.00
44	MA0009022380	10/21/2016	B / N Cable & Connector Two-	1000	1.62	1,620.00
45	MA0009022380	10/21/2016	B / N Cable & Connector Star	600	0.87	522.00
46	MA0009022380	10/21/2016	B / N Cable & Connector Two-	1200	0.80	960.00
47	MA0009022380	10/21/2016	B / N Cable & Connector 3 Pole	100	3.99	399.00
48	MA0009022380	10/21/2016	B / N Cable & Connector 3 Pole	100	3.46	346.00
49	MA0009022380	10/21/2016	B / N Cable & Connector 3 Pole	30	6.95	208.50
50	MA0009022380	10/21/2016	B / N Cable & Connector Cat 6	915	3.54	3,239.10
51	MA0009022380	10/21/2016	B / N Cable & Connector 75	200	1.74	348.00
54	194067	10/28/2016	Digital Mixer 12 Fader	2	14,300.00	28,600.00
55	194067	10/28/2016	Digital Mixer 8 Fader	1	12,250.00	12,250.00
56	194067	10/28/2016	Digital Audio Engine	3	13,850.00	41,550.00
57	194067	10/28/2016	Computer PC	1	430.00	430.00
58	194067	10/28/2016	Monitor for PC	4	85.00	340.00
59	194067	10/28/2016	Condenser Microphone	4	910.00	3,640.00
60	194067	10/28/2016	Condenser Microphone	2	1,050.00	2,100.00
61	194067	10/28/2016	Microphones Arm	2	392.00	784.00
62	194067	10/28/2016	Condenser Microphone	2	300.00	600.00
63	194067	10/28/2016	Speaker	2	249.00	498.00
64	194067	10/28/2016	Speaker	6	360.00	2,160.00
65	194067	10/28/2016	Headphone	13	205.00	2,665.00
66	194067	10/28/2016	CD player	4	910.00	3,640.00
67	194067	10/28/2016	Telephone Hybrid	1	3,250.00	3,250.00
68	194067	10/28/2016	Telephone Hybrid	2	780.00	1,560.00

IMPORTED FIXED ASSETS

No	ID		Particular	Qty	Unit Price (USD)	Amount (USD)
	No	Date				
69	194067	10/28/2016	Phone controller	2	730.00	1,460.00
70	194067	10/28/2016	Headphone Amplifier	3	212.00	636.00
71	194067	10/28/2016	Audio patch panel	2	150.00	300.00
72	194067	10/28/2016	Audio patch panel	1	150.00	150.00
73	194067	10/28/2016	Audio patch panel	1	1,250.00	1,250.00
74	194067	10/28/2016	AM / FM Tuner	2	130.00	260.00
75	194067	10/28/2016	Studio Illuminated Signs	4	200.00	800.00
76	194067	10/28/2016	Audio Interface	2	820.00	1,640.00
77	194067	10/28/2016	Stereo Profanity Delay	2	2,150.00	4,300.00
78	194067	10/28/2016	Stereo Distribution Amp	3	410.00	1,230.00
79	194067	10/28/2016	Digital Silence Detectior	1	1,100.00	1,100.00
80	194067	10/28/2016	Audio Processor	1	3,420.00	3,420.00
81	194067	10/28/2016	Format converter	2	2,900.00	5,800.00
82	194067	10/28/2016	Audio Monitoring	1	1,750.00	1,750.00
83	194067	10/28/2016	Clock Display	4	370.00	1,480.00
84	194067	10/28/2016	Rack Cabinet	2	715.00	1,430.00
85	194067	10/28/2016	AC Socket Strip	6	50.00	300.00
86	194067	10/28/2016	Video Recorder	1	2,150.00	2,150.00
87	194067	10/28/2016	External docking station	1	410.00	410.00
88	194067	10/28/2016	KiStor Storage Modules	2	382.00	764.00
89	194067	10/28/2016	Central Storage	1	6,250.00	6,250.00
90	194067	10/28/2016	Computer Work Station with Keyboard	1	3,080.00	3,080.00
91	194067	10/28/2016	DVD Drive	1	79.00	79.00
92	194067	10/28/2016	Capture and playback de	1	485.00	485.00
93	194067	10/28/2016	Ethernet Switches	1	1,290.00	1,290.00
94	194067	10/28/2016	Lighting Control Consol	1	1,310.00	1,310.00
95	194067	10/28/2016	DMX Control Distributi	1	630.00	630.00
96	194067	10/28/2016	Tripod	3	890.00	2,670.00
97	194067	10/28/2016	Dolly	3	270.00	810.00
98	194067	10/28/2016	Video Switcher	1	9,350.00	9,350.00
99	194067	10/28/2016	Sony Monitor 17 inch	1	2,650.00	2,650.00
100	194067	10/28/2016	Video and Audio Proces	1	980.00	980.00
101	194067	10/28/2016	Dual Channel Intelligent Frame Sync	1	4,856.00	4,856.00
102	194067	10/28/2016	Master Timing Generato	1	5,350.00	5,350.00

IMPORTED FIXED ASSETS

No	ID		Particular	Qty	Unit Price (USD)	Amount (USD)
	No	Date				
103	194067	10/28/2016	Intercom , GPI and Tally	1	1,100.00	1,100.00
104	194067	10/28/2016	Wireless Mic ENG Set	1	635.00	635.00
105	194067	10/28/2016	Wireless Mic Presentatic	4	655.00	2,620.00
106	194067	10/28/2016	Dynamic Microphone	1	214.00	214.00
112	100006486860	12/9/2016	B/N Fiber Convertor	2	4,200.00	8,400.00
113	1000077 94941	12/15/2016	B/N Transmitter , Combiner and	1	10,684.00	10,684.00
114	1000079 09302	12/15/2016	B/N Transmitter , Combiner and	1	66,753.60	66,753.60
115	1000084 71140	12/19/2016	B/N Transmitter , Combiner and	1	35,875.41	35,875.41
118	100011735020	1/9/2017	B/N C-Band Downlink Receiving	1	10,000.00	10,000.00
119	100012242261	1/11/2017	B/N Computer Accessories LTOS	300	20.00	6,000.00
120	100015427520	2/1/2017	B/N Analog / DVB-T2 TV Transmitter (High	1	100,000.00	100,000.00
121	100018958430	2/28/2017	B/N Inject servers and workstation	2	10,000.00	20,000.00
122	100018958430	2/28/2017	B/N Control and Monitoring	1	2,000.00	2,000.00
129	100020963220	3/15/2017	B/N C Band Downlink Receiving Antenna	1	10,000.00	10,000.00
130	100023423840	4/4/2017	B/N Fiber Convertor (Digital AV) Fiber To	8	3,000.00	24,000.00
						2,840,627.34

Summary

Machine & Equipmer	2,830,107.34
Office Equipment	480.00
Computer and Acessc	770.00
Telephone	6,270.00
Furniture and Fixture	3,000.00
	2,840,627.34

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No	ID		Particular	Qty	Unit Price (USD)	Amount (USD)
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114	1000079 09302	12/15/2016	B/N Transmitter , Combiner and	1	66,753.60	66,753.60
115	1000084 71140	12/19/2016	B/N Transmitter , Combiner and	1	35,875.41	35,875.41
118	100011735020	1/9/2017	B/N C-Band Downlink Receiving	1	10,000.00	10,000.00
119	100012242261	1/11/2017	B/N Computer Accessories LTOS	300	20.00	6,000.00
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122	100018958430	2/28/2017	B/N Control and Monitoring	1	2,000.00	2,000.00
129	100020963220	3/15/2017	B/N C Band Downlink Receiving Antenna	1	10,000.00	10,000.00
130	100023423840	4/4/2017	B/N Fiber Convertor (Digital AV) Fiber To	8	3,000.00	24,000.00
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Summary

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Computer and Acessc	770.00
Telephone	6,270.00
Furniture and Fixture	3,000.00
	2,840,627.34

SHWE THAN LWIN MEDIA COMPANY LIMITED
FINANCIAL STATEMENTS
AS AT MARCH 31,2016 AND FOR THE YEAR ENDED

SHWE THAN LWIN MEDIA COMPANY LIMITED

No.262, Yarzadirit Housing, Lower Pazundaung Road, Botahtaung Tsp., Yangon, Myanmar.

STATEMENT OF MANAGEMENT'S RESPONSIBILITY FOR SHWE THAN LWIN MEDIA COMPANY LIMITED

It is the responsibility of the management to prepare the financial statements which give a true and fair view of the financial position of Shwe Than Lwin Media Company Limited as of March 31, 2016 and the statements of comprehensive income, statement of changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes. In preparing these financial statements, the management is required to:

- *Select suitable accounting policies and then apply them consistently; and*
- Make judgments and estimates that are reasonable and prudent.

The management is responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the Shwe Than Lwin Media Co.,Ltd. We have general responsibility for taking such steps as are reasonably open to us to safeguard the assets of the company and to prevent and detect fraud and other irregularities.

On behalf of Management

SHWE THAN LWIN MEDIA CO. LTD.

Myint Myint Win

Managing Director

Shwe Than Lwin Media Company Limited

October 9, 2016

ZIN & FRIENDS AUDIT FIRM

AUDITOR ,ACCOUNTANT & FINANCIAL CONSULTANT

No.295,1ST FLOOR,CORNER OF AHNAWRAHTAR ROAD & 5ST STREET,LANMADAW TOWNSHIP,YANGON (PH;09 4200 99 356 ,09 7313 9726),Email - *zinfriends.zinwai@gmail.com*

INDEPENDENT AUDIT'S REPORT

To the members of Shwe Than Lwin Media Company Limited

Report on the Financial Statements

We have audited the accompanying financial statements of Shwe Than Lwin Media Company Limited which comprise the statement of financial position as at March 31, 2016, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Myanmar Financial Reporting Standard (MFRS) and the provisions of the Myanmar Companies Act. This responsibility includes: designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Myanmar Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing and opinion on the effectiveness of the entity's internal control. An audit also includes evaluation the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluation the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

ZIN & FRIENDS AUDIT FIRM

AUDITOR ,ACCOUNTANT & FINANCIAL CONSULTANT

No.295,1ST FLOOR,CORNER OF AHNAWRAHTAR ROAD & 5ST STREET,LANMADAW TOWNSHIP,YANGON (PH;09 4200 99 356 ,09 7313 9726),Email - *zinfriends.zinwai@gmail.com*

Opinion

In our opinion, the financial statements give a true and fair view of the financial position of **Shwe Than Lwin Media Company Limited** as of March 31,2016, and of its financial performance and its cash flows for the year then ended in accordance with MFRS and the provision of the Myanmar Companies Act.

Report on Other Legal and Regulatory Requirements

In accordance with the provisions of the Myanmar Companies Act, we also report that:

(I) we have obtained all the information and explanations we have required; and

(II) books of account have been maintained by the Company as required by Section 130 of the Act.

U Zin Wai

B.Com; (AA); CPA (210)

Senior Partner

Zin & Friends Audit Firm

CERTIFIED PUBLIC ACCOUNTANTS

OCTOBER 9, 2016

SHWE THAN LWIN MEDIA COMPANY LIMITED
STATEMENT OF FINANCIAL POSITION
AS AT 31ST MARCH ; 2016

		KYAT	KYAT 2015-16
ASSETS			
NON-CURRENT ASSETS			10,568,026,250.27
Fixed Assets	Sch-2	16,851,158,581.50	
Less: Accumulated Depreciation	Sch-2	(6,283,132,331.24)	
PRELIMINARY EXPENSES			1,200,000.00
DEFERRED EXPENDITURE	Sch-3		13,141,636,180.63
CURRENT ASSETS			7,030,255,206.44
Advance Tax	Note-6	1,826,935,983.42	
Closing Stock	Sch-1	557,766,171.88	
Advance & Prepaid		155,615,269.00	
Receivable for import($ 965094.08)	Note-7	1,173,554,401.28	
Account Receivable	Note -8	2,763,444,372.54	
Cash at Bank(USD-42162.90)	Sch-4	51,270,086.40	
Cash In Hand (Kyats)		29,538,649.92	
Cash at Bank (Kyats)		472,130,272.00	
TOTAL ASSETS			30,741,117,637.34
EQUITY & LIABILITIES			
EQUITY			
Authorized Capital (1000,000 Shares@Ks 100,000 each)			100,000,000,000.00
Issued & Paid Up Capital (250,000 Shares@Ks 100,000 each)			25,000,000,000.00
RETAINED EARNING			561,325,398.89
Net Profit (Up to 2014-15)		9,447,347,641.04	
Prior Year Adjustment(Tax Penalty)	Note-9	10,139,318.52	
Current Year Profit		6,003,838,439.33	
Dividends A/C		(14,900,000,000.00)	
CURRENT LIABILITIES			5,179,792,238.44
Provision for Taxation		2,001,279,479.77	
Account Payable		1,840,373,772.67	
Advance Receipt from Customer		1,338,138,986.00	
TOTAL EQUITY & LIABILITIES			30,741,117,637.33

ZIN & FRIENDS ★ Auditors & Accountants ★ ZF

ZIN WAI B.COM:(AA)C.P.A(210)
CERTIFIED PUBLIC ACCOUNTANT
ZIN & FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED

OPERATING, PROFIT & LOSS ACCOUNT FOR THE YEAR ENDED 31ST MARCH,2016

		KYAT	KYAT
INCOME			36,807,475,453.43
Sale Income	Note-1	7,487,461,171.00	
Rendering Of Services		31,160,388,055.10	
Less ; Commercial Tax		(1,840,373,772.67)	
Less; OPERATING EXPENSES			(16,806,335,007.35)
Cost of Good Sold	Sch-1	5,676,833,562.40	
Direct Expenses (Production)	Note-2	11,129,501,444.95	
Gross Profit / (Loss)			20,001,140,446.08
Less ; EXPENSES			(11,996,022,526.97)
Administrative	Note-3	8,792,474,748.75	
Selling & Distrubution	Note-4	194,678,897.84	
Financial Expenses	Note-5	3,008,868,880.38	
Net Profit (Befre Tax)			8,005,117,919.10
Income Tax			(2,001,279,479.77)
Net Profit (After Tax)			6,003,838,439.33

ZIN & FRIENDS ★ Auditors & Accountants ★

ZIN WAI B.COM:(AA)C.P.A(210)
CERTIFIED PUBLIC ACCOUNTANT
ZIN & FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED MARCH 31,2016

Currency - Myanmar Kyat

Particular	Share Capital	Retained Profit	Total Equity
As At April 1,2015	25,000,000,000	9,447,347,641	34,447,347,641
Paid-up Capital			-
Net Profit For The Year		6,003,838,439	6,003,838,439
			-
Total	25,000,000,000	15,451,186,080	40,451,186,080

ZIN & FRIENDS ★ Auditors & Accountants ★

ZIN WAI B.COM:(AA)C.P.A(210)
CERTIFIED PUBLIC ACCOUNTANT
ZIN & FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED
STATEMENT OF CASH FLOW
FOR THE YEAR ENDED MARCH 31, 2016

Sr	Particular	Kyat
1	**CASH FLOW FROM OPERATING ACTIVITIES**	**9,730,518,440.88**
	1 Net Profit Before Tax	8,005,117,919.10
	2 Added;Depreciation	1,725,400,521.78
2	**WORKING CAPITAL CHANGES**	**5,834,276,866.40**
	Increase/Decrease In Deferred Expenditure	1,460,181,797.85
	Increase/Decrease In Inventory	5,425,701.41
	Increase/Decrease In Advance & Prepaid	(72,115,269.00)
	Increase/Decrease In Account Receivable	3,451,086,481.66
	Increase/Decrease In Advance Tax	(1,129,755,142.94)
	Increase/Decrease In Tax Provision	(1,006,790,381.25)
	Increase/Decrease In Advance Received	1,338,138,986.00
	Increase/Decrease In Payable Account	1,788,104,692.67
3	**INCOME TAX**	(2,001,279,479.77)
4	**NET CASH FLOW FROM OPERATING ACTIVITIES**	**13,563,515,827.51**
5	**CASH FLOW FROM INVESTMENT ACTIVITIES**	(1,750,331,189.00)
	Purchase Of Assets	(1,750,331,189.00)
6	**CASH FLOW FROM FINANCE ACTIVITIES**	**(18,835,222,414.39)**
	Increase/Decrease Of Loan	(3,945,361,732.91)
	Increase/Decrease Of Tax Adjustment	10,139,318.52
	Increase/Decrease Of Share Capital	(14,900,000,000.00)
7	**NET CASH FLOW**	**(7,022,037,775.88)**
8	**OPENING CASH & BANK**	**7,574,976,784.20**
9	**CLOSING CASH & BANK**	**552,939,008.32**

ZIN & FRIENDS Auditors & Accountants

ZIN WAI B.COM:(AA)C.P.A(210)
CERTIFIED PUBLIC ACCOUNTANT
ZIN & FRIENDS AUDIT FIRM

SHWE THAN LWIN MEDIA COMPANY LIMITED

Note to the account for the year ended 31st March 2016

		Kyat	Kyat
1-	**Revenue**		
	A-Sale Of Goods		7,487,461,171.00
	Set Top Box	6,189,239,000.00	
	Prepaid Card	924,220,107.00	
	C Band Complete Set	163,878,050.00	
	Ku Band Complete Set	131,247,914.00	
	Accessories	78,876,100.00	
	B-Rendering Of Services	-	31,160,388,055.10
	KU Internet Service	5,294,282,112.79	
	VOIP Service	29,034,819.81	
	C Band Internet Services	1,454,687,948.00	
	Subscription Fees	15,117,597,415.00	
	CATV Income	72,565,700.00	
	Income Received from Repaired KU Equipment	1,980,750.00	
	Installation /Removal Fee received(C Band)	9,775,000.00	
	Income from advertisement	6,130,491,260.00	
	Income From Bandwidth Service	3,040,693,821.50	
	Interest Received	9,279,228.00	
	Total	-	38,647,849,226.10
C-	Less;Commercial Tax		(1,840,373,772.67)
	Net Sale Total		36,807,475,453.43

Note to the account for the year ended 31st March 2016

		Kyats
2	**Direct Expneses**	
	Shooting Local	308,516,936.45
	Shooting Oversea	172,301,784.74
	Infrastructure	1,047,058,068.00
	Movie and Program	4,056,146,229.00
	Award Program	7,312,000.00
	Professional Fees	40,630,399.76
	Seminar and Training	27,875,670.00
	Business Supplies	4,799,883.00
	Internet Streaming	3,663,574.00
	Reporter Expenditure	15,116,600.00
	Internet Back-bone Expenses	475,200,000.00
	Bandwidth hiring	3,407,910,000.00
	Transponder Service Fees	1,553,895,000.00
	Metro Ethernet Service Charges	7,755,300.00
	Website Expenses	1,320,000.00
	Total	11,129,501,444.95
3	**Administration**	
	Internet and Email	18,609,515.00
	Fuel and Lubricant	163,730,168.00
	Electricity charges	358,547,835.00
	Electricity Supplies	8,809,131.00
	Rental Charges Vehicle	300,237,000.00
	Entertainment	75,045,358.50
	General Expenses	1,025,840.83
	Labour Charges	18,194,070.00
	Library Book	2,253,635.00
	Newspaper and Periodical	1,248,400.00
	Office Supplies	44,597,733.01
	Postage Charges	19,531,755.41
	Printing and Stationery	24,679,566.00
	Staff Benefit	65,642,244.00
	Staff Uniform & Badges	103,448,600.00
	Registration expenses	419,900.00
	Other tax and dues	11,602,420.00
	Staff Welfare	9,898,750.00
	Meal Allownce	73,747,481.00
	Telephone Expenses	11,074,705.00
	Transportation Charges	5,424,037.50
	Car Expenses	420,190.00
	Salary	6,645,642,903.00
	Social Securtiy Fees 3%	134,080,467.40
	Gift and Donation	431,278,124.00
	Travelling Charges	173,264,160.90
	Repair and Maintenance(Building)	23,332,325.00
	Repair and Maintenance(Vehicle)	60,635,948.00
	Repair and Maintenance(Electrical)	3,715,000.00
	Repair and Maintenance(Office Equipment)	2,337,485.20
	Total	8,792,474,748.75

Note to the account for the year ended 31st March 2016

4	**Selling and Distribution**	-
	Advertising	44,075,610.00
	Promotion Expenses	102,708,975.00
	Carriage Outwards	17,500.00
	Comission and Discount	47,876,812.84
		-
	Total	194,678,897.84
5	**Financial Expenses**	
	Audit Fees	1,000,000.00
	Defered Expenses	1,460,181,797.85
	Depreciaton	1,725,400,521.78
	Bank Charges	9,479,159.80
	Loan Interest	7,362,690.83
	Commercial Tax & Foreign Tax	37,236,901.21
	Foreign Exchange Gain	(231,792,191.08)
	Total	3,008,868,880.38
5(a)	FE Gain	
	MICB Bank	49,737,322.40
	FE Gain for Import	182,054,868.68
		231,792,191.08

Kyat

6 Advance Tax

6(b) Advance Income Tax

Telenor 2% Tax

Month	USD	Rate	Amount		
June	2079.4	1273	2,647,076.20		
July	3892.8	1287	5,010,033.60		
July	45	1285	57,825.00		
Aug	3057.5	1277	3,904,427.50		
Aug	45	1291	58,095.00		
Sep	3672.65	1299	4,770,772.35		
Sep	45	1305	58,725.00		
Oct	4633.5	1305	6,046,717.50		
Oct	63	1299	81,837.00		
Nov	5121.92	1292	6,617,520.64		
Nov	63	1234	77,742.00		
Dec	6171.08	1228	7,578,086.24		
Dec	93	1217	113,181.00	(2016-17)	
Jan-16	6409.18	1210	7,755,107.80	(2016-17)	
Jan-16	126	1180	148,680.00	(2016-17)	
Feb	6581.18	1180	7,765,792.40	(2016-17)	
March	7063.18	1180	8,334,552.40	(2016-17)	
			61,026,171.63		61,026,171.63

MPS Withholding Tax

Daewoo	929,124.00		
Daewoo	971,157.00		
Coca Cola	201,084.00		
Coca Cola	199,212.00		
Myanmar Carlsberg	54,474.00		
Dept of Civil Aviation	85,320.00		
Dept of Civil Aviation	93,240.00		
Coca Cola	201,084.00		
Coca Cola	75,600.00		
Myanmar Carlsberg	55,146.00		
Coca Cola	259,089.00		
Coca Cola	305,533.00	(2016-17)	
Myanmar Carlsberg	51,030.00	(2016-17)	
	3,481,093.00		3,481,093.00

Dr 03357	Income Tax	700,000,000.00
From Import 2% WT		144,251,394.00
Total Advance Income Tax		908,758,658.63
Less;Advance Tax In 2016-17		(24,473,876.60)
Advance Tax In 2015-16		884,284,782.03

5(b) **Advance Commercial Tax**

From Import 5% Commercial Tax

		Amount	5% CT	
Import Purchase		5,671,407,861.00	290,625,139.00	
Less;Closing Stock Portion (Go to Exp;)		(726,659,968.15)	(37,236,901.21)	
Sale From Purchase		4,944,747,892.85	253,388,237.79	
Advance Commercial Tax				253,388,237.79
Commercial				
Dr 0026	April to June			164,485,037.00
Dr 03133	July to Sept			200,304,050.00
Dr 03357	Oct ot March			300,000,000.00
				664,789,087.00
Total Advance Commercial Tax				918,177,324.79
Grand Total Advance Tax				1,826,935,983.42
Advance Income Tax			908,758,658.63	
Advance Commercial Tax			918,177,324.79	
Less;Advance Tax In 2016-17				(24,473,876.60)
Advance Tax In 2015-16				1,802,462,106.82

Note to the account for the year ended 31st March 2016

7 Receivable Import

		US$	Eq; Kyats
Bank Remitted		6,197,092.30	7,560,452,606
Less., Refund		(6,349.42)	(7,746,292)
	Bank Remitted Total	6,190,742.88	7,552,706,313.60
Payable		50,754.00	51,769,080.00
During the year Import		5,174,894.80	6,509,437,701
	Payable Total	5,225,648.80	6,561,206,781.00
Closing Receivable		965,094.08	1,173,554,401.28
FE Gain			(182,054,868.68)
		6,190,742.88	7,552,706,313.60

8 Account Receivable

Debtors	2,577,148,765.00
Debtors (Internet)	117,454,253.11
Debtors (C Band) Internet Services	5,317,374.00
Advance Purchase (C Band)	63,523,980.43
	2,763,444,372.54

9 Prior Year Adjustment

Advance Tax Adjustment (As Per Demend Note)		916,479,223.00
Income Tax	97,700,620.00	
Commercial Tax	818,778,603.00	
Less;		
Advance Tax Adjustment (As Per Financial Statement)		(697,180,840.48)
Income Tax	97,180,840.48	
Commercial Tax	600,000,000.00	
Different Amount		219,298,382.52
Penalty (As Per Demend)		(209,159,064.00)
Income Tax	137,985,679.00	
Commercial Tax	71,173,385.00	
Retained Earning Adjustment		10,139,318.52

SHWE THAN LWIN MEDIA COMPANY LIMITED
COST OF GOOD SOLD STOCK BALANCE (2015-16)

Sr	Particular	Opening Balance		Purchase		Closing Stock		Cost Of Good Sold	
		Qty	Kyat	Qty	Kyat	Qty	Kyat	Qty	Kyat
1	Set Top Box	5,569	112,382,030.17	133,460	3,584,961,390.00	3,866	103,847,332.20	135,163	3,593,496,087.97
		-						-	-
2	Dish With Stand	12,431	79,388,841.16	156,146	1,510,434,336.00	33,414	323,220,973.08	135,163	1,266,602,204.08
		-				-			-
3	Smart Card	40,760	18,630,173.20	120,000	325,252,999.00	25,597	69,379,132.68	135,163	274,504,039.52
		-				-			-
4	Prepaid Card	204,000	9,345,978.00	900,000	1,450,816.00	781,670	7,644,501.78	322,330	3,152,292.22
		-				-			-
5	LNB	-		151,500	147,191,116.00	16,337	15,872,375.72	135,163	131,318,740.28
		-						-	-
6	Ku Band Complete Set	1,374	313,834,350.72	200	62,122,204	108	25,796,256.61	1,466	350,160,298.11
						-	-	-	-
7	C-Band Complete Set	396	29,610,500.04	100	39,995,000	89	12,005,599.81	407	57,599,900.23
								-	-
								-	-
	Total		563,191,873.29		5,671,407,861.00		557,766,171.88		5,676,833,562.40

SHWE THAN LWIN MEDIA COMPANY LIMITED
Fixed Assets As at 31th March 2016

Particular	Qty	Original Value 1.4.15	Original Value Purchase	Original Value Total	Depreciation Rate	Depreciation 1.4.15	Depreciation 2015-16	Depreciation Total	Book Value
Machine & Equipment					10%				
Machine & Equipment		2,792,061,560.00	1,711,975,517	4,504,037,077.00		1,243,434,049.50	450,403,707.70	1,693,837,757.20	2,810,199,319.80
Computers & Server		546,409,393.00		546,409,393.00		220,289,944.50	54,640,939.30	274,930,883.80	271,478,509.20
Production & Studio Equipment		1,946,415,522.00		1,946,415,522.00		608,049,611.90	194,641,552.20	802,691,164.10	1,143,724,357.90
VoIP Server		151,319,650.00		151,319,650.00		75,139,175.00	15,131,965.00	90,271,140.00	61,048,510.00
Internet Control Server		95,583,631.00		95,583,631.00		38,233,452.40	9,558,363.10	47,791,815.50	47,791,815.50
IBill System		39,439,337.00		39,439,337.00		15,775,734.80	3,943,933.70	19,719,668.50	19,719,668.50
Fibre Connection		10,352,480.00		10,352,480.00		4,140,992.00	1,035,248.00	5,176,240.00	5,176,240.00
Computer & Software(MBC)		225,486,092.00		225,486,092.00		90,194,436.80	22,548,609.20	112,743,046.00	112,743,046.00
Other		31,910,317.00		31,910,317.00		11,787,665.70	3,191,031.70	14,978,697.40	16,931,619.60
Playout Server		169,954,400.00		169,954,400.00		33,990,880.00	16,995,440.00	50,986,320.00	118,968,080.00
Systematically Storage For Programme		18,980,840.00		18,980,840.00		3,796,168.00	1,898,084.00	5,694,252.00	13,286,588.00
200Meter Tower		226,006,432.00		226,006,432.00		45,035,549.60	22,600,643.20	67,636,192.80	158,370,239.20
Total		6,253,919,654.00	1,711,975,517	7,965,895,171.00		2,389,867,660.20	796,589,517.10	3,186,457,177.30	4,779,437,993.70
Office Furniture		314,752,825.00		314,752,825.00	5%	53,849,032.50	15,737,641.25	69,586,673.75	245,166,151.25
Total		314,752,825.00	-	314,752,825.00		53,849,032.50	15,737,641.25	69,586,673.75	245,166,151.25
Office Equipment		5,899,815,657.00	29,447,872	5,929,263,529.00	10%	1,479,558,007.80	592,926,352.90	2,072,484,360.70	3,856,779,168.30
Computer & Accessories		204,884,635.00		204,884,635.00	20%		40,976,927.00	40,976,927.00	163,907,708.00
Air Conditioning		19,435,700.00		19,435,700.00	10%		1,943,570.00	1,943,570.00	17,492,130.00
Total		6,124,135,992.00	29,447,872	6,153,583,864.00		1,479,558,007.80	635,846,849.90	2,115,404,857.70	4,038,179,006.30
Vehicle		1,527,462,401.00		1,527,462,401.00	12.5%	547,220,503.61	190,932,800.13	738,153,303.74	789,309,097.27
Motor Cycle		2,910,000.00		2,910,000.00	12.5%	395,000.00	363,750.00	758,750.00	2,151,250.00
Total		1,530,372,401.00	-	1,530,372,401.00		547,615,503.61	191,296,550.13	738,912,053.74	791,460,347.27
Electrical Goods		43,034,744.00		43,034,744.00	6.25%	2,151,737.20	2,689,671.50	4,841,408.70	38,193,335.30
		43,034,744.00	-	43,034,744.00		2,151,737.20	2,689,671.50	4,841,408.70	38,193,335.30
CCTV /		3,962,000.00		3,962,000.00	10%	315,900.00	396,200.00	712,100.00	3,249,900.00
Camera		4,466,660.00		4,466,660.00		446,666.00	446,666.00	893,332.00	3,573,328.00

Sr	Particular	Qty	Original Value			Depreciation				Book Val
			1.4.15	Purchase	Total	Rate	1.4.15	2015-16	Total	
	ရိုက်ကူးရေးပစ္စည်းများ		665,913,782.00		665,913,782.00		66,591,378.20	66,591,378.20	133,182,756.40	532,731,02
	3D Smart LED 65" TV		-		-		-	-	-	
	LED TV (28",32",40")	6-U	11,247,393.00	5,503,000	16,750,393.00		-	1,675,039.30	1,675,039.30	15,075,353
	Total		685,589,835.00	5,503,000	691,092,835.00		67,353,944.20	69,109,283.50	136,463,227.70	554,629,607
7	Telephone		4,761,500.00		4,761,500.00	10%		476,150.00	476,150.00	4,285,350
	Total		4,761,500.00	-	4,761,500.00		-	476,150.00	476,150.00	4,285,350
8	Generator		26,239,620.00	3,404,800	29,644,420.00	6.25%	2,623,962.00	1,852,776.25	4,476,738.25	25,167,681
	Transformer (800-kva)									
	UPS 90 KVA									
	Total		26,239,620.00	3,404,800	29,644,420.00		2,623,962.00	1,852,776.25	4,476,738.25	25,167,681
9	Micro Building (တစ်တုန်း)		5,454,400.00		5,454,400.00	10%	1,363,600.00	545,440.00	1,909,040.00	3,545,360.
	Building		94,907,143.50		94,907,143.50	10%	9,490,714.35	9,490,714.35	18,981,428.70	75,925,714.
	Studio Room		17,659,278.00		17,659,278.00	10%	3,857,647.60	1,765,927.80	5,623,575.40	12,035,702.
	Total		118,020,821.50	-	118,020,821.50		14,711,961.95	11,802,082.15	26,514,044.10	91,506,777.
	Grand Total		15,100,827,392.50	1,750,331,189	16,851,158,581.50		4,557,731,809.46	1,725,400,521.78	6,283,132,331.24	10,568,026,250.

SHWE THAN LWIN MEDIA COMPANY LIMITED

Deferred Expenditure

Sr	Particular	1.4.15 Opening	During The Year Charge (10%)	31.3.16 Closing Balance
	Preliminary Expenses	535,400,733.84	53,540,073.38	481,860,660.46
	Fibre Connection	55,493,735.04	5,549,373.50	49,944,361.54
	VoIP Migration Plan	8,725,233.33	872,523.33	7,852,710.00
	Consultant Fees	125,821,844.81	12,582,184.48	113,239,660.33
	Training Costs	3,003,926.15	300,392.61	2,703,533.53
	Local Travelling Expenses (BOD)	9,100,013.69	910,001.37	8,190,012.32
	Foreign Travelling Expenses (BOD)	25,932,619.93	2,593,261.99	23,339,357.94
	Local Travelling Expenses (Foreigner)	8,110,678.33	811,067.83	7,299,610.49
	Foreign Travelling Expenses (Foreigner)	10,090,914.26	1,009,091.43	9,081,822.83
	Content Cost	2,765,470,014.72	276,547,001.47	2,488,923,013.25
	Content Management(Temperance)	34,992,000.00	3,499,200.00	31,492,800.00
	Translation & Sub-title Fees(Temperance)	663,198,440.75	66,319,844.08	596,878,596.68
	Reuters News	9,914,400.00	991,440.00	8,922,960.00
	ရုပ်သံလိုင်း ID	87,600,690.00	8,760,069.00	78,840,621.00
	ရိုက်ကူးရေးစရိတ်	633,833,333.12	63,383,333.31	570,449,999.81
	Play Out Server	36,868,903.08	3,686,890.31	33,182,012.77
	ပြသရန်အစီအစဉ်ဝယ်ယူခြင်း	9,560,399,178.53	956,039,917.85	8,604,359,260.68
	Sky Net Garden	98,131.50	9,813.15	88,318.35
	တင်ဒါစရိတ်	1,600,187.40	160,018.74	1,440,168.66
	သီချင်းရေး	1,215,000.00	121,500.00	1,093,500.00
	Consultancy Fee	24,948,000.00	2,494,800.00	22,453,200.00
		-	-	-
	Total	14,601,817,978.48	1,460,181,797.85	13,141,636,180.63

SHWE THAN LWIN MEDIA COMPANY LIMITED
MICB (US$) BANK RECEIPT & PAYMENT

Date	Receipt			Payment			Closing
	Transfer	Export	Refund	Import	B.C	Transfer	
[illegible].4.15							249,529.87
29.4.15	330,000.00						579,529.87
30.4.15	200,000.00						779,529.87
30.4.15	4,050.00						783,579.87
[illegible].5.15				495,269.80	619.00		287,691.07
[illegible].5.15				205,337.50	257.00		82,096.57
20.5.15	12,000.00						94,096.57
20.5.15	55,210.00						149,306.57
22.5.15	70,000.00						219,306.57
26.5.15				198,000.00	248.00		21,058.57
[illegible].6.15	239,200.00						260,258.57
[illegible].6.15				34,984.00	44.00		225,230.57
10.6.15	23,995.00						249,225.57
10.6.15	2,253.00						251,478.57
[illegible].7.15	8,436.00						259,914.57
10.7.15	1,044.00						260,958.57
16.7.15				243,500.00	304.00		17,154.57
24.7.15	333,162.50						350,317.07
24.7.15				333,162.50	416.00		16,738.57
12.8.15	4,050.00						20,788.57
10.9.15	200,000.00						220,788.57
10.9.15	200,000.00						420,788.57
14.9.15	200,000.00						620,788.57
15.9.15	179,000.00						799,788.57
16.9.15				473,185.00	591.00		326,012.57
16.9.15				120,937.50	151.00		204,924.07
17.9.15	200,000.00						404,924.07
17.9.15	200,000.00						604,924.07
18.9.15				577,092.50	721.00		27,110.57
24.9.15	218,000.00						245,110.57
28.9.15			6,349.42		7.78		251,452.21
29.9.15	200,000.00						451,452.21
29.9.15	80,000.00						531,452.21
29.9.15				218,000.00	273.00		313,179.21
30.9.15				280,275.00	350.00		32,554.21
1.10.15	3,420.00						35,974.21
20.10.15	221,000.00						256,974.21
21.10.15	200,000.00						456,974.21
22.10.15		5,570.00			7.81		462,536.40
22.10.15	182,000.00						644,536.40
22.10.15				224,050.00	280.00		420,206.40
23.10.15	10,000.00						430,206.40
23.10.15	10,000.00						440,206.40

Date	Receipt			Payment			Closing
	Transfer	Export	Refund	Import	B.C	Transfer	
23.10.15	10,000.00						450,206.40
23.10.15	20,000.00						470,206.40
26.10.15	40,000.00						510,206.40
26.10.15	70,000.00						580,206.40
27.10.15	100,000.00						680,206.40
27.10.15				382,000.00	478.00		297,728.40
4.11.15	200,000.00						497,728.40
6.11.15				443,400.00	554.00		53,774.40
13.11.15	253,000.00						306,774.40
16.11.15	220,000.00						526,774.40
17.11.15				457,575.00	572.00		68,627.40
18.11.15	56,000.00						124,627.40
18.11.15	20,000.00						144,627.40
20.11.15				32,625.00	41.00		111,961.40
20.11.15				75,950.00	95.00		35,916.40
24.11.15	150,000.00						185,916.40
27.11.15	60,000.00						245,916.40
27.11.15				148,870.00	186.00		96,860.40
1.12.15				61,000.00	76.00		35,784.40
10.12.15	45,000.00						80,784.40
14.12.15				44,750.00	56.00		35,978.40
14.1.16	100,000.00						135,978.40
14.1.16	7,948.00						143,926.40
15.1.16				97,496.00	122.00		46,308.40
18.1.16	178,000.00						224,308.40
20.1.16	119,400.00						343,708.40
20.1.16				179,792.00	225.00		163,691.40
2.2.16	210,000.00						373,691.40
2.2.16	105,000.00						478,691.40
25.1.16	84,400.00						563,091.40
26.1.16				110,120.00	138.00		452,833.40
29.1.16				404,000.00	505.00		48,328.40
11.2.16	150,000.00						198,328.40
11.2.16	200,000.00						398,328.40
18.2.16				355,720.50	445.00		42,162.90
Total	5,985,568.50	5,570.00	6,349.42	6,197,092.30	7,762.59	-	

SHWE THAN LWIN MEDIA COMPANY LIMITED
MICB (US$) BANK RECEIPT & PAYMENT (2015-16)

Sr	Particular	US$	Eq; Kyat
I	**RECEIPT**		
	Opening Balance	249,529.87	254,520,467.40
	Transfer	5,985,568.50	7,302,393,570.00
	Export TT	5,570.00	6,795,400.00
	Refund	6,349.42	7,746,292.40
	FE Gain		49,737,322.40
	Total	6,247,017.79	7,621,193,052.20
II	**PAYMENT**		
	Import	6,197,092.30	7,560,452,606.00
	Bank Charges	7,762.59	9,470,359.80
			-
	Closing Balance	42,162.90	51,270,086.40
			-
	Total	6,247,017.79	7,621,193,052.20

EMPLOYEE & SALARY (Foreign)

Sr.	Designation / Rank	Salary	Person	Total Amount (1 month)	Total Amount (1 Year)
1	CEO	12,000	1	12,000	144,000
2	Executive Director	10,000	1	10,000	120,000
3	Chief Officer	6,500	5	32,500	390,000
4	Advisor	3,500	1	3,500	42,000
	Total Amount		**8**	**58,000**	**696,000**

မှတ်ချက်။ ။ ဝန်ထမ်းများအားလုံး၏ လစာကို မြန်မာကျပ်ငွေဖြင့်သာ ပေးမည်ဖြစ်ပြီး ပြည်တွင်းအခွန်များဦးစီးဌာန မှသတ်မှတ်ထားသော ဥပဒေအတိုင်း လိုက်နာဆောင်ရွက်သွားပါမည်။

EMPLOYEE & SALARY

Sr.	ITEM	Salary	YEAR 1			YEAR 2			YEAR 3		
			Myn	Forg	Amount	Myn	Forg	Amount	Myn	Forg	Amount
	Head Office										
1	Advisor	3,500		1	42,000		1	42,000		1	42,000
2	CEO	12,000		1	144,000		1	144,000		1	144,000
3	Exe Director (Sale & Mkt)	12,000		1	144,000		1	144,000		1	144,000
	Executive Director	6,500	4		312,000	4		312,000	4		312,000
4	Chief Officer	3,500		5	210,000		5	210,000		5	210,000
5	Chife Engineer	3,500	1		42,000	1		42,000	1		42,000
6	CEO Secretary	1,000	1		12,000	1		12,000	1		12,000
7	Office Staff 1/2/3	250	1		3,000	3		9,000	3		9,000
	Total Head Office		**7**	**8**	**909,000**	**9**	**8**	**915,000**	**9**	**8**	**915,000**
	Programing Department										
1	Chief Planner	2,500	1		30,000	1		30,000	1		30,000
2	Senior Planner	1,500	3		54,000	3		54,000	3		54,000
3	Planner	350	5		21,000	7		29,400	10		42,000
4	Content Acquisition	300	2		7,200	2		7,200	3		10,800
5	Digital & SNS	300	2		7,200	2		7,200	3		10,800
6	Office Staff 1/2/3	250	1		3,000	2		6,000	2		6,000
	Total Programing Department		**14**	**-**	**122,400**	**17**	**-**	**133,800**	**22**	**-**	**153,600**
	Sales & Marketing Department										
1	Sales Officer	500	6		36,000	8		48,000	8		48,000
2	PR	500	2		12,000	2		12,000	3		18,000
3	Office Staff 1/2/3	250	1		3,000	2		6,000	2		6,000
	Total Sales & Mark Dept		**9**	**-**	**51,000**	**12**	**-**	**66,000**	**13**	**-**	**72,000**
	Production Department										
1	Chief Producer	1,500	6		108,000	8		144,000	8		144,000
2	Chief Editor	1,500	1		18,000	1		18,000	1		18,000
3	Deputy Chief Editor	1,000	1		12000	1		12,000	1		12,000
6	Producer	700	12		100,800	24		201,600	28		235,200
7	News Producer	700	2		16,800	2		16,800	3		25,200
8	News Editor	700	6		50,400	8		67,200	10		84,000
10	GFX/Ani-1/2/3	600	2		14,400	3		21,600	6		43,200
12	Scenario Writer	500	2		12,000	3		18,000	4		24,000
13	Presenter	500	5		30,000	13		78,000	13		78,000
14	Reporter	500	7		42,000	10		60,000	13		78,000
15	News Caster	500	3		18,000	5		30,000	5		30,000
16	Translator	500	5		30,000	7		42,000	7		42,000

Sr.	ITEM	Salary	YEAR 1			YEAR 2			YEAR 3		
			Myn	Forg	Amount	Myn	Forg	Amount	Myn	Forg	Amount
17	Voice Talent	500	7		42,000	7		42,000	9		54,000
21	Make- up	400	2		9,600	2		9,600	3		14,400
22	Setting	400	2		9,600	2		9,600	4		19,200
23	News Video Editor	400	5		24,000	8		38,400	9		43,200
24	Cameraman	400	3		14,400	3		14,400	5		24,000
25	Editor (Subtitle)	400	2		9,600	3		14,400	4		19,200
28	Office Staff 1/2/3	250	2		6,000	3		9,000	3		9,000
	Total Production Department		**75**	-	**567,600**	**113**	-	**846,600**	**136**	-	**996,600**
	Operation & Engineering										
1	Deputy Chief Engineer	2,500	1		30,000	1		30,000	1		30,000
2	Executive Engineer	1,500	3		54,000	3		54,000	5		90,000
3	Video Edit Supervisor	700	1		8,400	1		8,400	1		8,400
4	Assistant Engineer	600	3		21,600	3		21,600	9		64,800
5	Junior Eng:/ Tech.1,2,3	400	10		48,000	10		48,000	22		105,600
6	Quality Control	400	6		28,800	6		28,800	6		28,800
7	Video Editor	400	19		91,200	19		91,200	24		115,200
8	Graphic Designer	400	4		19,200	4		19,200	8		38,400
9	Audio Engineer	400	6		28,800	6		28,800	6		28,800
10	Lighting Eng;.	400	3		14,400	3		14,400	6		28,800
11	Archives	400	4		19,200	4		19,200	5		24,000
12	Cameraman	400	18		86,400	18		86,400	23		110,400
13	Assis; / Cameraman	250	7		21,000	7		21,000	10		30,000
14	Office Staff 1/2/3	250	3		9,000	3		9,000	3		9,000
	Total Operation & Engineering		**88**	-	**480,000**	**88**	-	**480,000**	**129**	-	**712,200**
	Administration										
1	Executive Officer	1,500	2		36,000	2		36,000	2		36,000
2	Executive Accountant	1,500	1		18,000	1		18,000	1		18,000
3	Accountant	500	2		12,000	2		12,000	3		18,000
4	Audit	500	1		6,000	2		12,000	3		18,000
5	Legal	500	1		6,000	1		6,000	1		6,000
6	Recruitment/ (HR)	350	2		8,400	2		8,400	3		12,600
7	Store	300	1		3,600	1		3,600	2		7,200
14	Office Staff 1/2/3	250	3		9,000	8		24,000	9		27,000
29	Car driver	250	6		18,000	6		18,000	9		27,000
	Total Planning & Development		**19**	-	**117,000**	**25**	-	**138,000**	**33**	-	**169,800**
	GRAND TOTAL		**212**	**8**	**2,247,000**	**264**	**8**	**2,579,400**	**342**	**8**	**3,019,200**

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်–၀၁၁/MIC/၂၀၁၈/၀၀၇/DVCO

ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ ။ ။ ဝန်ထမ်းသက်သာချောင်ချိရေးဆောင်ရွက်မှု အခြေအနေတင်ပြခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ ကျွန်တော်များကုမ္ပဏီမှ ခန့်အပ်ထားသောဝန်ထမ်းများ၏ လူမှုဖူလုံရေးနှင့် သက်သာချောင်ချိရေး အတွက်အောက်ပါအတိုင်း စီစဉ်ဆောင်ရွက်သွားပါမည်–

(က) ခန့်အပ်ထားသောဝန်ထမ်းများအတွက် ပြဋ္ဌာန်းထားသော လူမှုဖူလုံရေးဥပဒေ၊ နည်းဥပဒေ များနှင့်အညီအဖွဲ့ဝင်ခြင်း၊အလုပ်ရှင်၊အလုပ်သမားနှစ်ဦးနှစ်ဖက်အချိုးကျ ငွေကြေးထည့်ဝင်မှု များပြုလုပ်ပြီးဝန်ထမ်းများလူမှုဖူလုံရေး ခံစားခွင့်များရရှိနိုင်ရန် စီစဉ်ဆောင်ရွက်သွားပါမည်။

(ခ) ခန့်ထားသောဝန်ထမ်းများ၏ သာရေး၊ နာရေးတို့အတွက် သီးခြားရံပုံငွေထားရှိပြီး သတ်မှတ် စည်းမျဉ်းစည်းကမ်းများနှင့်အညီထောက်ပံ့ကြေးများ ထုတ်ပေးဆောင်ရွက်သွားပါမည်။

(ဂ) ဝန်ထမ်းများ ရုံးတက်၊ ရုံးဆင်း အဆင်ပြေချောမွေ့စေရေးအတွက် အကြို/အပို့ယာဉ်များစီစဉ် ဆောင်ရွက်သွားပါမည်။

(ဃ) အလုပ်ချိန်နှင့် အချိန်ပိုကြေးတို့အတွက် အလုပ်သမားဝန်ကြီးဌာနမှ ထုတ်ပြန်ထားသော စည်းမျဉ်းစည်းကမ်းနှင့်အညီ ကျင့်သုံးဆောင်ရွက်သွားပါမည်။

(င) ဝန်ထမ်းများ သက်သာချောင်ချိ သန့်ရှင်းစွာ စားသုံးနိုင်ရေး နှင့် နားနေနိုင်ရေးအတွက် Canteen နှင့် နားနေဆောင်များ ထားရှိဆောင်ရွက်သွားပါမည်။

(စ) လုပ်ငန်းခွင်ထိခိုက်မှုများအတွက် သတ်မှတ်ထားသော စည်းမျဉ်း စည်းကမ်းများအတိုင်း ဆောင်ရွက်သွားပါမည်။

(ဆ) ခန့်အပ်ထားသောဝန်ထမ်းများအတွက်လစာအပြင် နှစ်ကူးဘောက်ဆူးများထုတ်ပေးခြင်းများ ဆောင်ရွက်သွားပါမည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

Social security and welfare arrangements for all employees

The company will arrange to provide appointed employees for their social security and welfare measures as follow;

1. Shall arrange to obtain social security benefits of the employees by applying the social security membership and settle the payment of the company and the employees' proportion of financial contribution to the Social Security Board in accordance with the Social Security Law and Rules of the Ministry of Social Welfare, Relief and Resettlement.

2. Shall retain separated social assistant funds and shall issue statement and procedures to grant such funds to the employees for their social needs in the occasion of the blissful and the sorrowful events.

3. Shall arrange ferry to and from office for the convenience of the employees or shall provide extra transportation allowance to the employees.

4. Shall comply and provide overtime allowance in accordance with the rules and regulations relating with working hours and overtime of the Ministry of Labour.

5. Shall consider to arrange staff canteen for the employees to have hygienic food at a reasonable price and rest place to have a rest.

6. Shall comply in accordance with relevant rules and regulations for the work place injuries.

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်–၀၁၁/MIC/၂၀၁၈/၀၀၈/DVCO

ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်ပက်သက်၍ ဝန်ခံဂတိပြုခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်ပက်သက်၍ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဦးစီးဌာန၏ သဘောထားမှတ်ချက် နှင့် အညီလိုက်နာ ဆောင်ရွက်သွား မည်ဖြစ်ပါကြောင်း လေးစားစွာဖြင့် ဝန်ခံဂတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူ – ရုံးလက်ခံ။

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

Evaluation of environmental impact arrangements

1. This project is a content production using advanced technology and equipment. News, information, entertainment etc. will be produced for the people. In daily operation, the art works will be produced for content.

2. The content production operations cause no effect on natural environment and inhabitants without producing noise and pollution. The power supply devices of the equipment used in the production are sealed battery, with no hazardous chemical and gas leakage, which will not pollute the environment.

3. Based on the technology and operation system of the project, it will not only produce any kind of hazardous pollution to harm the environment but also to improve the transformation of digital technology of content production industry, increase employment opportunities and eventually accelerate the integrated development of national economy and society in Myanmar.

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ ၊၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ် ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ --

(က) အမည် --

(ခ) ကုမ္ပဏီအမည် --

(ဂ) လုပ်ငန်းအမျိုးအစား --

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်)

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်အမည် --

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/ နိုင်ငံကူးလက်မှတ် အမှတ် ------------------------------

၃။ တည်ဆောက်မှုကာလ/ ပြင်ဆင်မှု ကာလ --

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ --

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထား အပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

(-) --

(-) --

(-) --

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ဖော်ပြရန်

ပုံစံ (၆)

အစွန့်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ ၀၁၁/MIC/၂၀၁၈/၀၁၀/DVCO
ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

အကြောင်းအရာ ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အစွန့်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အစွန့်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ

(က) အမည် — ဒေါ်နန်းမောက်လောင်ဝ်ဆိုင်

(ခ) ကုမ္ပဏီအမည် — ဒရင်းမ် ဗီးရှင်း ကုမ္ပဏီလီမိတက်

(ဂ) လုပ်ငန်းအမျိုးအစား — ရုပ်သံဇာတ်လမ်းတွဲများရိုက်ကူးထုတ်လုပ်ခြင်းလုပ်ငန်း။

(ဃ) ခွင့်ပြုမိန့်လက်မှတ် သို့မဟုတ် အတည်ပြုမိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါက လျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်) — တင်ပြလျှောက်ထားဆဲ

၂။ ရင်းနှီးမြှုပ်နှံသူ ကိုယ်တိုင်လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် — ဒေါ်လွင်လွင်စွမ်း

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်/နိုင်ငံကူးလက်မှတ်အမှတ် — ၆/ထဝန(နိုင်)၀၂၉၇၁၅

၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ — (၂)နှစ်

၄။ စီးပွားဖြစ်စတင်ဆောင်ရွက်သည့်နေ့ — လုပ်ငန်းဆောင်ရွက်ခွင့်ရရှိပြီး (၂)နှစ်အတွင်း

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့်(သို့မဟုတ်)သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန်လျှောက်ထားအပ်ပါသည်။

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၁၇၅(က)ပါ — (၁) အကောက်ခွန်၊ ကုန်သွယ်လုပ်ငန်းခွန်

(၂) ဝင်ငွေခွန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၅(က)ပါ ဝင်ငွေခွန် ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ-၈၃နှင့်အညီလုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာ(သို့မဟုတ်) နည်းဥပဒေ-၉၆ နှင့် အညီတွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတန်ဖိုး ၆၅% နှုန်းအထက် ရင်းနှီးမြှုပ်နှံထားသည့် (သို့မဟုတ်) လုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။ -

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၇၇(က)နှင့်(ဃ)ကိုလျှောက်ထားမည်ဆိုပါကနည်းဥပဒေ-၈၄ ပါ အချက်အလက်များကို ဇယား(၁) တွင်ဖြည့်စွက်ရန်။ — ဇယား (၁)

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေ ၇၇(ခ) အရ အခွန်ကင်းလွတ်နှင့်သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက ဇယား(၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှရရှိသည့် တစ်နှစ်စာ မျှော်မှန်းဝင်ငွေ -

(ခ) ပို့ကုန်များရရှိသော တစ်နှစ်စာ နိုင်ငံခြားငွေ -

၉- မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈(က)အရ ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉ နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြပေး အပ်ရန်-

(က) မည်သည့်ဘဏ္ဍာနှစ်တွင်ရရှိခဲ့သည့် အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။ -

(ခ) မည်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။ -

(ဂ) ပြန်လည်ရင်းနှီးမြှုပ်နှံမည့် ပမာဏကို ဖော်ပြပေးရန်။ -

၁၀- မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၇၈(ခ)အရ ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက အောက်ပါအချက်အလက်များကိုဖော်ပြအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာ ဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားနှင့် ၄င်းနှုန်းထား၏ ၁.၅ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဖိုးလျှော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားချက်မှုကို ပူးတွဲတင်ပြရန်။ -

(ခ) ရင်းနှီးမြှုပ်နှံသူသည်ပစ္စည်းတန်ဖိုး လျော့တွက်နှုန်းထားကို တွက်ချက် ခံစားခွင့်အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်း သို့မဟုတ် ရရှိထားခြင်းရှိ - မရှိ။ မရှိ

၁၁- ရင်းနှီးမြှုပ်နှံသူသည်ပစ္စည်းတန်ဖိုးလျော့တွက်နှုန်းထားကို တွက်ချက်ခံစားခွင့်လျှောက်ထားမည်ဆိုပါက ဘဏ္ဍာနှစ်အတွက် သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏ အမှန်အတကယ်ကုန်ကျစရိတ်ကို စာရင်းပြုစု၍ ပူးတွဲတင်ပြရန်။ -

Signature of the applicant	....
Name	**Nan Mouk Laung Seing**
Title	**Managing Director**
Department/Company	**Dream Vision Co., Ltd**
(Sale/Stamp)	

Form (6)

Tax Incentive Application

To

Chairman

Myanmar Investment Commission

Reference No - 011/ MIC/ 2018/ 010/ DVCO

Date - 11th, January , 2018

Subject: Application for Tax Incentive

I do hereby apply with the following particulars for the tax incentive under section 74 of Myanmar Investment Law:

1 Applicant

(a) Name of Investor **Daw Nan Mouk Laung Seing**

(b) Name of compy **Dream Vision Co., Ltd.**

(c) Type of Business **Media Content Production and Distribution**

(d) Myanmar Investment Commission permit of Endorsement No. **Under processing for MIC permit**

(If a permitor endorsement is still processing,please describe the information.)

2 If investor doesn't submit by himself/ herself, the applicant's;

(a) Name of contact Person **Daw Lwin Lwin Swann**

(b) National Registration Card No **6/ Hta Wa Na (Naing) 029715**

3 Construction period or preparatory period **(2) Years**

4 Commencement date for commercial operation **Right after the JV company registered**

5 Applied for the following tax incentive:

(a) Exemption or Relief under section 75(a) **(1) Income Tax Exemption**

(2) Custom Duty Exemption

Note: The applicant must specify precise tax incentives applied for .

6 If the investor apply for tax incentive under section 75(a) , please state the zone in accordance rule 83 or the zone in which more than 65% of the value of the investment is invested or carried out in accordance with rule 96. -

7 If the investor apply for incentive under section 77(a) and (d) ,please fill the information in schedule(1). **Schedule (1).**

8 If the investor apply for tax incentive under section 77(b), please state the following information and fill in schedule (2):

(a) An expected amount as per year to be earned form the investment -

(b) Foreign currency from export as per year -

9 If the investor apply for tax incentive under section 77(a), please state the following information in accordance with rule 99:

(a) Please describe, which financial year the profits reinvested are earning by the investor. -

(b) Please describe which financial year the profits are reinvested by the investor. -

(c) Please describe the amount of reinvestment. -

10 If the investor apply for tax incentive under section 78(b),please describe the following information:

(a) Provide the depreciation schedue of assets for which the depreciation rate is to be adjusted, showing both the despreciation at the standard rate and at a rate of 1.5 times the depreciation rate permitted under the relevant laws of the Union. -

(b) Has the investor seprately applied for or obtained an adjustment to the depreciation rate from the relevant authority. -

11 If the investor apply for tax incentive under section 78(c) ,

provid an itemised listof actual research and development expenses for the current financial year. -

Signature ------------------------------------

Name of Investor **Nan Mouk Laung Seing**

Designation **Managing Director**

Company **Dream Vision Co., Ltd**

(Seal/Stamp)

Equipments and materials requirement (To be Imported)

No.	LIST OF ITEM	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	Studio-M Equipment	Lot	1	3,861,204	3,861,204
2-	Studio-S Equipment	Lot	3	2,731,901	8,195,703
3-	Continuity Studio and Server System	Lot	1	4,161,498	4,161,498
4-	Computer Graphics System	Lot	1	443,896	443,896
5-	Contents Network System	Lot	1	1,044,476	1,044,476
6-	Non-Linear Editing System	Lot	6	26,100	156,600
7-	Archive System	Lot	1	651,967	651,967
8-	Central Equipment System	Lot	1	1,934,620	1,934,620
9-	Microwave System	Lot	1	424,069	424,069
10-	Maintenance & Measuring Equipment	Lot	1	105,505	105,505
	GRAND TOTAL				20,979,538

1 Studio-M Equipment

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	HD Camera and Periperals	8525	sets	3	129,804	389,412
2	Prompter System	8528	set	1	3,217	3,217
3	Standard Camera Lens	8529	sets	3	34,811	104,433
4	Studio Camera Pedestal	8529	sets	3	29,152	87,456
5	Floor Monitor Cart	8529	sets	4	10,984	43,936
6	Virtual Video System	8543	set	1	102,792	102,792
7	Video Production Switcher	8543	set	1	170,099	170,099
8	Video Router	8543	set	1	185,552	185,552
9	Multi-viewer	8528	sets	2	13,882	27,764
10	Video Periperals	8529	set	1	41,547	41,547
11	Computer Graphics System	8471	set	1	15,481	15,481
12	Playout Server Device	8521	set	1	94,261	94,261
13	SSD Video Recorder	8521	set	1	26,087	26,087
14	Character Generator Device	8471	set	1	149,787	149,787
15	Intercom System	8517	set	1	57,851	57,851
16	Room to Room Intercom System	8517	set	1	59,049	59,049
17	Digital Audio Mixer	8543	set	1	32,609	32,609
18	Digital Audio Workstation	8543	set	1	19,187	19,187
19	Microphone and Microphone Stand	8518	set	1	75,426	75,426
20	Audio Periperals	8529	set	1	58,721	58,721
21	Video Monitors	8528	set	1	101,375	101,375
22	Audio Monitors	8518	set	1	66,011	66,011
23	Sync Signal Generator	8543	set	1	17,550	17,550
24	Network System Device	8517	set	1	4,886	4,886
25	Studio Lighting System	9405/8539/8537	set	1	1,631,780	1,631,780
26	Cicrorama for Virtual Video	6303	set	1	84,783	84,783
27	Equipment Mount Rack	8537	set	1	17,213	17,213
28	Operation Console and Chair	8537	set	1	61,634	61,634
29	Studio Floor Connection Panel	8529	lot	1	7,677	7,677
30	EFP Equipment	8525	lot	1	29,452	29,452
31	Installation Materials	8544	lot	1	94,176	94,176
	TOTAL					3,861,204

2- Studio-S Equipment

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	HD Camera and Periperals	8525	sets	3	97,353	292,059
2	Prompter System	8528	set	1	3,217	3,217
3	Standard Camera Lens	8529	sets	3	34,811	104,433
4	Studio Camera Pedestal	8529	sets	3	8,267	24,801
5	Floor Monitor Cart	8529	sets	3	10,984	32,952
6	Video Production Switcher	8543	set	1	127,892	127,892
7	Video Router	8543	set	1	133,556	133,556
8	Multi-viewer	8528	lot	1	13,882	13,882
9	Video Periperals	8529	set	1	41,547	41,547
10	Playout Server Device	8521	set	1	94,261	94,261
11	SSD Video Recorder	8521	set	1	26,087	26,087
12	Character Generator Device	8471	set	1	149,787	149,787
13	Intercom System	8517	lot	1	57,851	57,851
14	Digital Audio Mixer	8543	set	1	15,779	15,779
15	Microphone and Microphone Stand	8518	set	1	46,318	46,318
16	Audio Periperals	8529	set	1	77,798	77,798
17	Video Monitors	8528	set	1	77,798	77,798
18	Audio Monitors	8518	set	1	95,337	95,337
19	Sync Signal Generator	8543	set	1	17,550	17,550
20	Network System Device	8517	set	1	4,886	4,886
21	Studio Lighting System	9405/8539/8537	set	1	1,152,741	1,152,741
22	Equipment Mount Rack	8537	set	1	17,213	17,213
23	Operation Console and Chair	8537	set	1	61,634	61,634
24	Studio Floor Connection Panel	8529	lot	1	7,677	7,677
25	Installation Materials	8544	lot	1	54,845	54,845
	TOTAL					**2,731,901**

3- Continuity Studio and Server System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	HD Camera and Periperals	8525	sets	3	97,353	292,059
2	Prompter System	8528	set	1	3,217	3,217
3	Standard Camera Lens	8529	sets	3	34,811	104,433
4	Studio Camera Pedestal	8529	sets	3	8,267	24,801
5	Floor Monitor Cart	8529	sets	2	10,984	21,968
6	Video Production Switcher	8543	set	1	127,892	127,892
7	Video Router	8543	set	1	133,556	133,556
8	Multi-viewer	8528	lot	1	13,882	13,882
9	Video Periperals	8529	set	1	41,547	41,547
10	Playout Server Device	8521	sets	1	94,261	94,261
11	SSD Video Recorder	8521	set	1	26,087	26,087
12	Character Generator Device	8471	set	1	149,787	149,787
13	Intercom System	8517	lot	1	57,851	57,851
14	Ext.Feed System and IRD	8529	lot	1	3,261	3,261
15	Digital Audio Mixer	8543	set	1	15,779	15,779
16	Microphone and Microphone Stand	8518	set	1	27,581	27,581
17	Audio Periperals	8529	set	1	86,278	86,278
18	Video Monitors	8528	set	1	55,402	55,402
19	Audio Monitors	8518	set	1	66,011	66,011
20	Sync Signal Generator	8543	set	1	17,550	17,550
21	Network System Device	8517	set	1	4,886	4,886
22	Studio Lighting System	9405/8539/8537	set	1	1,152,741	1,152,741
23	Equipment Mount Rack	8537	set	1	17,213	17,213
24	Operation Console and Chair	8537	set	1	61,634	61,634
25	Studio Floor Connection Panel	8529	lot	1	7,677	7,677
26	Installation Materials	8544	lot	1	65,184	65,184
27	NRCS	8471	set	1	338,400	338,400
28	Media Management	8471	set	1	225,600	225,600
29	News Server	8471	set	1	451,200	451,200
30	IT hardware	8517	set	1	112,800	112,800
31	NLE System	8471	lot	1	360,960	360,960
	TOTAL					4,161,498

4- Computer Graphics System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	Graphic Computer Equipment	8471	set	1	29,135	29,135
2	Graphics Software	8523	set	1	152,697	152,697
3	Graphic Database Server	8471	set	1	4,331	4,331
4	Data Storage Device	8471	set	1	14,807	14,807
5	Network System Device	8517	set	1	4,886	4,886
6	Scanner	8471	set	1	4,821	4,821
7	Printer	8471	set	1	2,990	2,990
8	Color Evaluation Light Booth	9031	set	1	16,579	16,579
9	Ingest System	8471	set	1	128,816	128,816
10	Remote KVM Device	8471	set	1	10,320	10,320
11	Slave Clock Device	9114	set	1	5,970	5,970
12	Uninterruptible Power Supply	8504	units	6	3,635	21,810
13	Equipment Mount Rack	8537	set	1	9,254	9,254
14	Operation Console	8537	lot	1	26,653	26,653
15	Installation Materials	8544	lot	1	10,827	10,827
	TOTAL					443,896

5- Contents Network System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	MAM Server Device	8471	set	1	373,320	373,320
2	Format Conversion Server	8471	set	1	33,223	33,223
3	Network System Device	8517	set	1	22,025	22,025
4	File base Ingest System	8471	sets	2	40,058	80,116
5	Baseband Ingest System	8471	sets	2	67,266	134,532
6	QC Terminal System	8471	sets	3	44,582	133,746
7	Browsing Terminal System	8471	sets	2	7,030	14,060
8	Remote KVM Device	8471	lot	1	23,784	23,784
9	GPS Clock System	8526	set	1	69,882	69,882
10	Uninterruptible Power Supply	8504	units	15	3,635	54,525
11	Equipment Mount Rack	8537	lot	2	4,627	9,254
12	Operation Console	8537	lot	1	46,272	46,272
13	Installation Materials	8544	lot	1	49,737	49,737
	TOTAL					1,044,476

6- Non-Linear Editing System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	NLE Workstation with Software	8523	set	1	14,800	14,800
2	Multi-Media Controller	8471	set	1	100	100
3	Stereo Headphone	8471	set	1	100	100
4	Memory-Card Reader/Writer	8471	set	1	300	300
5	24-inch LCD Monitor	8471	sets	2	600	1,200
6	Monitor Stand	8471	sets	2	200	400
7	21-inch Preview Monitor	8528	set	1	1,400	1,400
8	Stereo Speaker	8518	sets	2	200	400
9	Operation Desk	8537	set	1	5,200	5,200
10	UPS	8504	unit	1	1,700	1,700
11	Installation Materials	8544	lot	1	500	500
	TOTAL					26,100

7- Archive System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	Archive Storage Device	8471	set	1	161,039	161,039
2	Archive Server Device	8471	set	1	213,091	213,091
3	Network System Device	8517	set	1	4,442	4,442
4	Ingest System	8471	sets	2	41,289	82,578
5	Browsing Terminal System	8471	set	1	7,030	7,030
6	Remote KVM Device	8471	lot	1	13,049	13,049
7	Video Converter	8529	set	1	9,141	9,141
8	Video Router	8543	set	1	12,836	12,836
9	RS-422 Signal Router	8543	set	1	3,702	3,702
10	Format Conversion System	8471	set	1	9,141	9,141
11	Video Monitors	8528	set	1	2,118	2,118
12	Wave Form Monitor	9030	set	1	10,003	10,003
13	Audio Monitors	8518	set	1	6,478	6,478
14	Audio/Video Peripherals	8529	set	1	44,861	44,861
15	Sync Signal Generator	8543	set	1	6,984	6,984
16	Uninterruptible Power Supply	8504	units	6	3,635	21,810
17	Equipment Mount Rack	8537	lot	3	4,627	13,881
18	Operation Console	8537	lot	3	4,627	13,881
19	Installation Materials	8544	lot	1	15,902	15,902
	TOTAL					651,967

8- Central Equipment System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	Production and Playout Server System	8471	set	1	676,800	676,800
2	Play out Control PC	8471	set	1	45,120	45,120
3	Control software	8523	set	1	67,680	67,680
4	Master switcher x 2	8543	set	1	112,800	112,800
5	Router x 2 (main & backup)	8543/8471	set	1	112,800	112,800
6	Glues	8529/8471	set	1	112,800	112,800
7	Monitoring	8518/8528/8529/8543	set	1	112,800	112,800
8	ADC (APC)	8471/8517/8523	set	1	609,220	609,220
9	Off Air Logging System	8521/8471	set	1	84,600	84,600
	TOTAL					1,934,620

9- Microwave System

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	1. MICROWAVE LINK (RF) BUILD-IN H.264/MPEG2 CODEC (QAM/OFDM)	8525	sets	2	155,713	311,426
2	Microwave Housing Box	8529	lot	1	81,130	81,130
3	CABLE WITH CONNECTOR	8529	lot	1	3,861	3,861
4	ACCESSORIES	8529	lot	1	27,652	27,652
	TOTAL					424,069

10- Maintenance & Measuring Equipment

No.	LIST OF ITEM	HS CODE	UNIT	Qty	UNIT PRICE	TOTAL VALUE
1	Multi Signal Analyzing Monitor	9030	unit	1	22,901	22,901
2	Portable Signal Generator	9030	unit	1	7,395	7,395
3	Spectrum Analyzer	9030	unit	1	37,017	37,017
4	Audio Signal Analizer	9030	unit	1	33,138	33,138
5	Spectrometer	9030	unit	1	740	740
6	Clamp Meter	9030	unit	1	472	472
7	Insulation Meter	9030	unit	1	472	472
8	Maitenance Tool Kit	8206	set	1	2,961	2,961
9	Clear Soft Case for Drawings	4819	set	1	409	409
	TOTAL					105,505

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်–၀၁၁/MIC/၂၀၁၈/၀၁၁/DVCO

ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ လုပ်ငန်းဆောင်ရွက်ခြင်းနှင့် ပက်သက်၍ ကတိခံဝန်ချက်များပေးပို့ခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၁။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမဖြစ်ပွားစေရန်အတွက်လိုအပ်သော အစီအမံများ၊ ကြိုတင်ကာကွယ်မှုများ ပြုလုပ်ဆောင်ရွက်ထားရှိသွားမည်ဖြစ်ကြောင်းခံဝန်ဂတိပြုပါသည်။

၂။ နိုင်ငံတော်မှ ချမှတ်ထားသော မြေယာပိုင်ဆိုင်မှုဥပဒေအား လိုက်နာဆောင်ရွက်သွားမည် ဖြစ်ကြောင်း ခံဝန်ကတိပြုပါသည်။

၃။ နိုင်ငံတော်မှ ချမှတ်ထားသောဥပဒေအား လိုက်နာဆောင်ရွက်သွားမည်ဖြစ်ပါကြောင်း ခံဝန်ကတိပြုပါသည်။

၄။ နိုင်ငံတော်မှ သတ်မှတ်ထားသော အခွန်များအားပေးသွင်းသွားမည်ဖြစ်ကြောင်း ခံဝန်ကတိ ပြုပါသည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူ – ရုံးလက်ခံ။

DREAM VISION COMPANY LIMLTED

No. 262, Yarzardiyit Housing Compound, Lower Pazundaung Road,
Botahtaung Township, Yangon.
Ph : 01 9010138

စာအမှတ်-၀၁၁/MIC/၂၀၁၈/၀၁၂/DVCO

ရက်စွဲ - ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ Corporate Social Responsidility **(CSR)** လုပ်ငန်းများနှင့် ပက်သက်၍ ရှင်းလင်းတင်ပြခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် လူမှုရေးတာဝန်များကို စောင့်ထိန်းသောအားဖြင့် (CSR) လုပ်ငန်းများ အဖြစ် လုပ်ငန်းမှရရှိသော အသားတင်အမြတ်၏ (2 %) ကို မြန်မာနိုင်ငံအတွင်း လိုအပ်သည့် ဆေးပေးခန်း၊ ကျောင်း၊ စာကြည့်တိုက် နှင့် အခြားလူမှုရေးလုပ်ငန်း များတွင် လှုန်ဒါန်းသွားရန် စီစဉ်ထားပါကြောင်း လေးစားစွာဖြင့် တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူ - ရုံးလက်ခံ။

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စာအမှတ်-၀၁၁/MIC/၂၀၁၈/၀၁၃/DVCO

ရက်စွဲ - ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ နိုင်ငံခြားမတည်ငွေ ယူလာမည့်ကာလ တင်ပြခြင်း။

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂၂။ အဆိုပါလုပ်ငန်းဆောင်ရွက်ရန်အတွက် နိုင်ငံခြားမတည်ငွေများကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် မှ ခွင့်ပြုချက်ရရှိပြီးသည့် အချိန်မှ (၂)နှစ်အတွင်းယူဆောင်လာမည်ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

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ရက်စွဲ – ၂၀၁၈ခုနှစ်၊ ဇန်နဝါရီလ (၁၁)ရက်

သို့,

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ ။ မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက် တင်ပြခြင်း

၁။ ကျွန်တော်များ *Dream Vision Co., Ltd* သည် ခေတ်မီနည်းပညာနှင့် စက်ပစ္စည်းကိရိယာများ အသုံးပြု၍ အများပြည်သူအတွက် သတင်းအချက်အလက်များ၊ ဖျော်ဖြေမှုအစီအစဉ်ကောင်းများ နှင့် ရုပ်သံဇာတ်လမ်းတွဲအစီစဉ်များထုတ်လုပ် ဖြန့်ချီနိုင်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ခွင့်ပြုမိန့်လျှောက်ထားသော ကုမ္ပဏီတစ်ခု ဖြစ်ပါသည်။

၂။ တင်ပြပါလုပ်ငန်းအားတည်ဆောက်လည်ပတ်ဆောင်ရွက်ရာတွင် မီးဘေးကြိုတင်ကာကွယ်ရေး၊ မီးလောင်မှု ဖြစ်ပွားစဉ်မီးငြိမ်းသပ်နိုင်ရေးတို့အတွက်အောက်ပါအတိုင်းစီမံချက်ချဆောင်ရွက်သွားပါမည်–

(၁) ဒေသခံမီးသတ်တပ်ဖွဲ့မှ အခါအားလျော်စွာပို့ချသည့် အခြေခံမီးသတ် သင်တန်းများအား အရာထမ်းများ အပါအဝင် ဝန်ထမ်းများအား အလှည့်ကျတက်ရောက်စေပါမည်။

(၂) ဒေသခံမီးသတ်တပ်ဖွဲ့၏ မီးဘေးလုပ်ခြုံရေးစစ်ဆေးမှုများအားခံယူ၍အကြံပေးချက်များ၊ ညွှန်ကြားချက်များအတိုင်းမီးဘေးကြိုတင်ကာကွယ်ရေး၊ မီးလောင်မှုဖြစ်ပွားစဉ်မီးငြိမ်းသတ် နိုင်ရေး ဆောင်ရွက်သွားပါမည်။

(၃) လုပ်ငန်းဆောင်ရွက်သည့်နေရာအတွင်း မီးဘေးကြိုတင်ကာကွယ်ရေး၊ မီးလောင်မှုဖြစ်ပွားစဉ် မီးငြိမ်းသတ်နိုင်ရေးအတွက်တည်ဆောက်ရန်လိုအပ်သည့် ရေ (၃၂၀၀ဂါလံ) ဆန့် ကွန်ကရစ် ရေကန် (၃)လုံးအားတည်ဆောက်သွားပါမည်။ ယင်းရေကန်နှင့်ကပ်လျက် မြင်းကောင်ရေ ၁၅ ရှိသည့် မော်တာနှင့် ပန့်(၃)လုံး၊ မီးသက်ပိုက်နှင့် မီးသတ်ပိုက်ခေါင်း (၃)စုံကိုထားရှိ သွားပါမည်။

(၄) ရုံးအဆောက်အဦအတွင်း မီးသတ်ဆေးဘူးများအား တစ်လုံးနှင့်တစ်လုံး (၁၀)ပေးစီခြား ချိတ်ဆွဲထားရှိပါမည်။ စက်ရုံဝင်းအတွင်း သဲပုံး၊ ရေပုံး၊ မီးချိတ်၊ မီးကတ်(၁၀စုံ) အားထား ရှိသွားမည်ဖြစ်ပြီး မီးသတ်ကား (၂)စီးထားရှိသွားပါမည်။

လေးစားစွာဖြင့်

Nan Mouk Laung Sing
Managing Director
Dream Vision Co., Ltd

မိတ္တူ – ရုံးလက်ခံ။

နောက်ဆက်တွဲ (၁)

INCOME (Advertising Revenues)

Prime Time (6 PM – 11 PM)

Sr.	Program	Eps/weeks	Adv (min/day)	Adv (min/week)	Adv price (US$/min)	Adv (Revenues/week)	Revenues Per Year
1	Sub - Titling (40 min -TV Series)	10	16	112	1,800	201,600	10,483,200
2	Audio Dubbing (2 Hour Movies)	3					
3	Inhouse/Co-Production (40/50 min TV Series/Audition Reality Shows)	10					

Non- Prime Time (5 AM - 6 PM)

Sr.	Program	Eps/weeks	Adv (min/day)	Adv (min/week)	Adv price (US$/min)	Adv (Revenues/week)	Revenues Per Year
1	Infortainment (30 min)	10	15	105	400	42,000	2,184,000
2	Edutainment (30 min)	7					
3	Documentary/Travelogue (35/50 min)	1					
4	Sub - Titling TV Series (Repeat)	10					
5	Inhouse/Co-Production (Repeat)	10					

Total Advertising Revenues of Year (US$)	**12,667,200**

INCOME (Sponsor Revenues)

Prime Time (6 PM – 11 PM)

Sr.	Program	Eps/weeks		sponsor (EPS/week)	sponsor price (US$/EPS)	sponsor (Revenues/week)	sponsor Revenues Per Year
1	Inhouse/Co-Production (40/50 min TV Series/Audition Reality Shows)	10		10	3500	35000	1,820,000

Non- Prime Time (5 AM - 6 PM)

Sr.	Program	Eps/weeks		sponsor (EPS/week)	sponsor price (US$/EPS)	sponsor (Revenues/week)	sponsor Revenues Per Year
1	Infortainment (30 min)	10		10	500	5,000	260,000
2	Edutainment (30 min)	7		7	500	3,500	182,000
3	Documentary/Travelogue (35/50 min)	1		1	500	500	26,000
	Total						**468,000**

Total sponsor Revenues of Year (US$)	**2,288,000**

PROFIT & LOSS PROPOSAL

Sr No.		Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1		**INCOME**										
	1	Advertising Revenue	12,500,000	21,517,000	25,039,000	32,454,000	37,628,000	44,354,000	52,046,000	60,614,000	69,775,000	69,775,000
	2	Sponsorship Revenue	2,288,000	2,886,000	3,401,000	3,859,000	4,337,000	5,096,000	5,876,000	6,677,000	7,498,000	7,498,000
	3	Less: Commission Paid	-343,000	-433,000	-510,000	-579,000	-650,000	-764,000	-881,000	-1,002,000	-1,125,000	-1,125,000
	4	Less: Commission Tax(5%)	-722,000	-1,198,000	-1,397,000	-1,787,000	-2,066,000	-2,434,000	-2,852,000	-3,314,000	-3,807,000	-3,807,000
		TOTAL INCOME	**13,723,000**	**22,772,000**	**26,533,000**	**33,947,000**	**39,249,000**	**46,252,000**	**54,189,000**	**62,975,000**	**72,341,000**	**72,341,000**
2		**COST OF GOODS SOLD (COGS)**										
	1	Production Cost	783,000	1,586,000	2,745,000	4,309,000	6,795,000	10,675,000	14,294,000	16,611,000	19,082,000	19,082,000
	2	Acquisition Cost	3,133,000	3,700,000	4,118,000	4,309,000	4,530,000	4,575,000	3,573,000	4,153,000	4,771,000	4,771,000
		Total COGS	**3,916,000**	**5,286,000**	**6,863,000**	**8,618,000**	**11,325,000**	**15,250,000**	**17,867,000**	**20,764,000**	**23,853,000**	**23,853,000**
3		**Gross Profit**	9,807,000	17,486,000	19,670,000	25,329,000	27,924,000	31,002,000	36,322,000	42,211,000	48,488,000	48,488,000
4		**ADMINISTRATION & GENERAL EXPENSES**										
	1	Salary & Wages	2,121,000	2,453,400	2,893,200	3,205,200	3,205,200	3,205,200	3,205,200	3,205,200	3,205,200	3,205,200
	2	Promotion Expense	433,000	719,000	838,000	1,072,000	1,239,000	1,461,000	1,711,000	1,989,000	2,284,000	2,284,000
	3	Related Operational Fee	4,318,000	4,374,000	4,434,000	4,252,000	4,314,000	4,381,000	4,453,000	4,531,000	4,614,000	4,614,000
	4	Administration & Other Expenses	1,002,000	1,406,000	1,464,000	2,509,000	2,820,000	2,581,000	2,964,000	2,657,000	2,781,000	2,781,000
	5	Depreciation & Amortization	8,443,000	8,443,000	9,551,000	11,801,000	11,855,000	11,905,000	12,778,000	12,993,000	13,063,000	13,063,000
		Total Adm & Gen Expenses	**16,317,000**	**17,395,400**	**19,180,200**	**22,839,200**	**23,433,200**	**23,533,200**	**25,111,200**	**25,375,200**	**25,947,200**	**25,947,200**
5		**Net Profit / Loss Before Ta**	**-6,510,000**	**90,600**	**489,800**	**2,489,800**	**4,490,800**	**7,468,800**	**11,210,800**	**16,835,800**	**22,540,800**	**22,540,800**
6		**Income Tax (25%)**					**-1,250,000**	**-1,995,000**	**-2,930,000**	**-4,336,000**	**-5,762,000**	**-5,762,000**
7		**Net Profit / Loss After Tax**	**-6,510,000**	**90,600**	**489,800**	**2,489,800**	**3,240,800**	**5,473,800**	**8,280,800**	**12,499,800**	**16,778,800**	**16,778,800**

နောက်ဆက်တွဲ (၃)

Amount of Working Capital & Investment Capital Statement

Sr No.		Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1		CASH IN FLOW										
	1	Equity Capital	31,000,000	-	-	-	-	-	-	-	-	-
	2	Income	13,723,000	22,772,000	26,533,000	33,947,000	39,249,000	46,252,000	54,189,000	62,975,000	72,341,000	72,341,000
		Total Cash Inflow	**44,723,000**	**22,772,000**	**26,533,000**	**33,947,000**	**39,249,000**	**46,252,000**	**54,189,000**	**62,975,000**	**72,341,000**	**72,341,000**
2		CASH OUT FLOW										
	1	Cost of Goods Sold	3,916,000	5,286,000	6,863,000	8,618,000	11,325,000	15,250,000	17,867,000	20,764,000	23,853,000	23,853,000
	2	Administration & General Expenses	7,874,000	8,952,000	9,629,000	11,038,000	11,578,000	11,628,000	12,333,000	12,382,000	12,884,000	12,884,000
	3	Tax on Operation (25%)					1,250,000	1,995,000	2,930,000	4,336,000	5,762,000	5,762,000
		Total Cash Outflow	**11,790,000**	**14,238,000**	**16,492,000**	**19,656,000**	**24,153,000**	**28,873,000**	**33,130,000**	**37,482,000**	**42,499,000**	**42,499,000**
3		Cash Flow from Operating & Investing activities	32,933,000	8,534,000	10,041,000	14,291,000	15,096,000	17,379,000	21,059,000	25,493,000	29,842,000	29,842,000
4		Change in Working Capital										
5		Capital Expenditure	-756,000	-30,500,000	-1,986,000	-588,000	-824,000	-8,983,000	-1,577,000	-500,000	-500,000	-500,000
6		Net Cash Flow	32,177,000	-21,966,000	8,055,000	13,703,000	14,272,000	8,396,000	19,482,000	24,993,000	29,342,000	29,342,000
7		Cash Opening Balance	-	32,177,000	10,211,000	18,266,000	31,969,000	46,241,000	54,637,000	74,119,000	99,112,000	128,454,000
8		Cash Closing Balance	32,177,000	10,211,000	18,266,000	31,969,000	46,241,000	54,637,000	74,119,000	99,112,000	128,454,000	157,796,000